



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**February 10, 2026, 6:00 PM**  
**Agenda**

**Mayor:** Gerald Greer

**Council Members:** Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE AND PRAYER**

1. Pastor Allison Gilliam - Ashland City United Methodist Church

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [2.](#) Approval of the January 13, Regularly Scheduled City Council Minutes

**PUBLIC FORUM**

**REPORTS**

3. Attorney: Jennifer Noe

**UNFINISHED BUSINESS**

- [4.](#) Ordinance 644: Budget Amendment – 2ND Reading

**NEW BUSINESS**

- [5.](#) Resolution 2026-07: Amendment to the Water Bill Application
- [6.](#) Award of the mowing bid - Opening /delayed due to weather closure
- [7.](#) Contract: Laser Light Contract for Summerfest
- [8.](#) Resolution 2026-08: Grant Amendment #5: Contract number 77833-26 - Police Department
- [9.](#) Resolution 2026-09: Department of Disability and aging Grant # 34401-99566-116 - Thrive 55+ Center
- [10.](#) Resolution 2026-13: Estimates for work at Thrive 55+ Center
- [11.](#) Resolution 2026-10: Adopt and recognize City Streets
- [12.](#) Resolution 2026-11: Adopt a speed limit on S. Poole Street
- [13.](#) Resolution 2026-14: VFEAT Grant award - \$ 35,130.00 - No Match

**SURPLUS PROPERTY NOMINATIONS**

14. None

**EXPENDITURE REQUESTS**

15. None

**OTHER**

- [16.](#) Change Order #5 - WWTP Construction -Payments

**ADJOURNMENT**

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



## TOWN OF ASHLAND CITY

### Regularly Scheduled City Council Meeting

### January 13, 2026, 6:00 PM

### Minutes

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#### CALL TO ORDER

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

#### ROLL CALL

Mayor Gerald Greer  
Councilman Tim Adkins  
Councilwoman: Nicole Binkley  
Vice Mayor Chris Kerrigan  
Councilman Michael Smith  
Councilman Tony Young

#### **ABSENT**

Councilman Kevin Thompson

#### PLEDGE AND PRAYER

1. Pastor Derek Wright: Unity Church

Pastor Derek Wright delivered the prayers for this evening's meeting.

#### PUBLIC HEARING

2. ADVERTISEMENT FOR THE PUBLIC MEETINGS OF 2026

A motion was made by Councilman Smith, seconded by Councilman Young, to close the Public Hearing. All approved by voice vote.

#### APPROVAL OF AGENDA

A motion was made by Councilman Smith, seconded by Councilwoman Binkley, to approve the agenda. All approved by voice vote.

#### APPROVAL OF MINUTES

3. Approval of December 9, 2025, Regularly Scheduled City Council Meeting Minutes

A motion was made by Vice Mayor Kerrigan, seconded by Councilman Young, to approve the agenda. All approved by voice vote.

#### PUBLIC FORUM

**Stacy Earl Stuart** requested a reduced speed limit on **N. Poole Street and S. Poole Street**, noting that **Smith Street and Spring Street** are posted at **15 MPH**. She resides at **S. Poole Street and Forest Street** and stated traffic has increased over the years. She cited speeding, multiple accidents, a fatal incident involving a child, and the death of an animal. She noted a bus stop at the intersection and the lack of sidewalks, requiring children to walk in ditches. She stated residents are not requesting speed bumps, only a lower speed limit to improve safety.

**Gina Binkley** addressed the Board regarding the speed limit on N. Poole Street and S. Poole Street, advocating for a reduced speed limit of 15 MPH and stating she does not support the use of speed bumps. She also spoke on Item 11 of the agenda, expressing her preference to retain the ward-based voting system rather than moving to at-large voting, stating that wards provide equal representation for all residents.

**Shirley Moulton** – She stated she is the **Cheatham County Ambassador for the Tennessee Environmental Council** and spoke about **Jackson Law**, passed in the 1980s, which allows cities and counties to require permits, public hearings, and cost reimbursement. She noted ongoing issues with the **Murfreesboro landfill** and advised the Council on how adopting the law would help protect the Town from future landfill development. She stated the County has

already adopted the law and explained that if Ashland City adopts it, landfill operators would be required to obtain permits from both the **County and the Town**, giving the Board decision-making authority.

## REPORTS

### 4. ATTORNEY: JENNIFER NOE

Attorney Noe stated that she has nothing new to add that it is not already on the agenda.

## UNFINISHED BUSINESS

NONE

## NEW BUSINESS

### 5. RESOLUTION 2026-01: Public Meetings

A motion was made by Councilwoman Binkley, Seconded by Councilman Adkins, to approve Resolution 2026-01 setting the public meetings for the year. Voting Yea: Councilwoman Binkley, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilman Smith, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

### 6. RESOLUTION 2026-02: Amend the Towns Cyber Security Plan.

A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to approve Resolution 2026-02 amending the towns cyber security plan. Voting Yea: Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Young, Councilman Adkins, Councilman Smith, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

### 7. RESOLUTION 2026-03: Cyber Security Grant through the State.

A motion was made by Councilman Smith, Seconded by Councilman Young, to approve the town to apply for the no match grant of 1.9 million dollars. Voting Yea: Councilman Smith, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

### 8. ORDINANCE 644: Budget Amendment 1st Reading

A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the budget amendment. Voting Yea: Councilman Young, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

### 9. Resolution 2026-04: Accepting the \$1000.00 Donation from Ashland Market

A motion was made by Councilman Young, Seconded by Councilman Adkins, to approve the acceptance of \$1,000.00 donation from Ashland Market. Voting Yea: Councilman Young, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

### 10. RESOLUTION 2026-05: Permission to bid paving

A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to give permission for the paving bid for 2026. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

## PUBLIC SERVICE ANNOUNCEMENT:

**Mayor Greer** made a public service announcement prior to **Item 11, Change of Charter**, addressing recent social media commentary regarding council members. He stated that he, **Chief of Staff Allen Nicolson**, and **City Attorney Jennifer Noe** conducted extensive research, including consultation with the **State Attorney General's Office**, regarding residency requirements for council members.

Based on this research, the City Charter provides that a council member only vacates their seat if they move **outside the city limits**. A council member may move outside their ward and continue to serve the remainder of their term. Upon seeking reelection, this council member must run in



the ward in which they reside. Mayor Greer stated that the council member affected is fully protected to serve out the remainder of their term.

**Attorney Jennifer Noe** added that case law also supports this determination.

#### 11. RESOLUTION 2026-06: CHANGE IN CHARTER

**Mayor Greer** explained that the new law will take effect for the **August 2026 election** and that the Board must decide whether council members will be elected **by ward** or **at large**. He stated that under the current system, candidates must qualify in the ward where they reside, but voters may vote at large for one candidate in each ward. A law that took effect on **January 1, 2024**, now requires that if elections are held by ward, voters may only vote for candidates within their own ward.

Mayor Greer explained that if wards are abolished, voters would be allowed to vote for **three candidates at large**, with the top three vote-getters elected. He noted that the six council members are elected in alternating terms.

**Attorney Jennifer Noe** advised that this issue was presented to the Board in **December 2023**, but a resolution failed, leaving the Town out of compliance with state law. She stated that the State Representative is aware of the issue and that a decision must now be made.

Mayor Greer advised that the matter must be submitted to **Representative Mary Littleton** by the following morning. Attorney Noe added that the legislative session has begun, the proposal must move through committees, and that candidate petition qualifying is already open. Mayor Greer stated that once approved by the Legislature, the matter will be returned to the Board for final approval to ratify the Charter.

The floor was opened for discussion.

**Vice Mayor Kerrigan** stated that his research shows many residents favor **at-large elections** because it promotes community-wide representation and avoids ward competition. He noted the current Board works well together but expressed concern that wards could compete for resources in the future.

**Mayor Greer** stated residents are divided, with concerns that removing wards could isolate council members to specific areas of Town.

**Councilman Adkins** stated he is torn between the options, understands the pros and cons of both, and noted the Town already functions partially at large. He also noted that **Kingston Springs, Pegasus, and Pleasant View** elect at large.

**Councilwoman Binkley** stated wards are currently working well and ensure equal representation. She expressed concern that eliminating wards could result in all council members coming from one area, leaving other areas underrepresented, and stated wards should be retained. A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to either vote ward or vote at-large. Voting Ward: Councilwoman Binkley, Councilman Young, Voting at large: Vice Mayor Kerrigan, Councilman Adkins, Councilman Smith, Mayor Greer.

**Absent:** Councilman Thompson

#### 12. DISCUSSION: Excessive speeds on North Poole and South Poole streets

Corrected signage on N. Poole was discussed and adding a sign at the dead end of S. Poole was discussed and Clint Biggers the Streets Department Head verified the N. Poole signage has been corrected. There was a decision made to have a resolution on the February agenda to lower the speed limit to 15 MPH on S. Poole Street.

#### 13. APPOINTMENT: BZA member nominations Keith Sturges and Sandra Braden

Mayor Greer nominated Keith Sturges for the open position on the BZA Board.

A motion was made by Councilwoman Binkley, Seconded by Councilman Young, to re-appoint Keith Sturges for the open seat on the BZA Board... Voting Yea: Councilwoman Binkley,

Councilman Young, Vice Mayor Kerrigan, Councilman Adkins, Councilman Smith, Mayor Greer.  
Voting Nay: 0 **Absent:** Councilman Thompson  
Mayor Greer nominated Sandra Braden for the open position on the BZA Board.  
A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to re-appoint Sandra Braden for the open seat on the BZA Board. Voting Yea: Councilman Smith  
Councilwoman Binkley, Councilman Young, Vice Mayor Kerrigan, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

#### **SURPLUS PROPERTY NOMINATIONS**

14. Pilgrim 2.0 meters EG-5 - Belt Press - Sludge Removal and control panel  
A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the sale (surplus) of the old belt press. Voting Yea: Councilman Young, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
15. 2005 Ford F550 Bucket Truck - 2WD  
A motion was made by Councilman Adkins, Seconded by Vice Mayor Kerrigan, to approve the sale of the 2005 Ford F550 Bucket Truck. Voting Yea: Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Smith, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson
16. Trimble Ranger TSC3 - Hand Held Meter Reader and Data Collector - total of 4  
A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the sale of the Handheld Data Collectors and chargers. Voting Yea: Councilman Young, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

#### **EXPENDITURE REQUESTS**

**NONE**

#### **OTHER**

**Phase 1 Trail Discussion – Will Duffel** stated that TDOT's current estimate is approximately **\$300,000** higher than the estimate from five years ago. After reviewing available funding, a balance of approximately **\$91,536.60** remains. TDOT requires a letter signed by the Mayor authorizing the source of these funds. The Board previously approved **\$1,000,000** for the project, and expenditures are expected to be well below that amount. A project contingency is sufficient to cover the overage. Mr. Duffel also reported that the Town received the first of several TDOT reimbursements in the amount of **\$63,000** the previous day.

A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the Mayor to sign a certified letter to TDOT to move into the construction phase of the project. Voting Yea: Councilman Young, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0 **Absent:** Councilman Thompson

#### **ADJOURNMENT**

A motion was made by Councilman Smith, Seconded by Councilman Young, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:58 p.m.

**Ordinance No. 644**  
**An Ordinance of the**  
**Town of Ashland City, Tennessee**  
**Amending the Fiscal Year 2026 Budget**

- WHEREAS** the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22<sup>nd</sup> Day of July, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

**SECTION 1.** Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	110-42100-129	Police – Salary THSO Grant OT	\$0.00	\$18,000.00	\$18,000.00
2	110-42100-141	Police - OASI - ER's Share	\$117,300.00	\$1,377.00	\$118,677.00
3	110-42100-143	Police - Retirement	\$117,100.00	\$1,350.00	\$118,450.00
4	110-42100-299	Police - Other Expenses	\$10,000.00	\$2,000.00	\$12,000.00
5	110-44310-299	Thrive 55+ - Other Expenses	\$5,000.00	\$550.00	\$5,550.00
6	110-36000	Other Revenues	(\$26,000.00)	(\$2,000.00)	(\$28,000.00)
7	110-41500-299	Finance - Other Expenses	\$25,000.00	\$1,000.00	\$26,000.00
<b>Total:</b>			<b>\$248,000.00</b>	<b>\$22,277.00</b>	<b>\$270,677.00</b>

Fund Name: Enterprise (Sewer & Water) Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	413-52100-900	Capital Outlay - Water Plant SCADA Modernization	\$4,435,700.00	\$820,000.00	\$5,255,700.00
2					
3					
4					
<b>Total:</b>			<b>\$4,435,700.00</b>	<b>\$820,000.00</b>	<b>\$5,255,700.00</b>

**SECTION 2.** Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, Mayor

*Attested*

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, City Recorder

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

## **RESOLUTION NO. 2026-07**

### **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPROVING AMENDMENTS TO THE WATER BILL APPLICATION**

**WHEREAS** the Town of Ashland City utilizes a Water Bill Application as part of its utility billing and customer service procedures; and

**WHEREAS** it has been determined that certain wording and/or provisions of the Water Bill Application should be amended to improve clarity, accuracy, and administrative efficiency; and

**WHEREAS** the Mayor and City Council desire to formally approve these amendments to ensure consistency with current Town policies and operational practices.

### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** That the Mayor and City Council hereby approve the amended Water Bill Application as presented.

**SECTION 2.** That the amended Water Bill Application shall replace all prior versions and shall be used for all new water service applications and related transactions moving forward.

**SECTION 3.** That the appropriate Town officials and employees are hereby authorized and directed to implement and administer the amended Water Bill Application.

**SECTION 4.** That this resolution shall take effect immediately upon its passage, the public welfare requiring it.

ADOPTED this 10th day of February, 2026.

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**MAYOR GERALD GREER**

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**CITY RECORDER MARY MOLEPSKE**

## **RESOLUTION 2025-14**

### **A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AMENDING THE WATER AND SEWER DEPARTMENT RULES AND REGULATIONS FOR UTILITY USERS WITH THE TOWN OF ASHLAND CITY.**

#### **Town of Ashland City Water and Sewer Department Rules and Regulations**

The Town of Ashland City will provide utility services to all qualified customers in the Ashland City Service area. These Rules and Regulations are written to ensure understanding by all Town of Ashland City customers that desire utility service.

1. **Application for Service:** Each prospective customer desiring utility service is required to complete and sign an "Application for Service" form. A valid State issued I.D. is required. Applications received before 12:00 noon will receive service by 4:00 PM 3:00 P.M. on the same working day. Applications received after 12:00 noon will receive service by 12:00 noon on the next working day. Although this procedure will be followed as closely as possible, occasions may occur that require a variation from the regular service policy.  
Connection fees:  
Owner's: Fifty Dollars (\$ 50.00)  
Renter's: One Hundred Dollars (\$100.00)
2. **Service Charge:**
  - A. Service charges will be administered to all new customers, present customers transferring to a different location, customer desiring to change names on accounts, and contractors during a construction process. Service charges must be paid before any utility service is supplied.
  - B. Contractor's usage of a hydrometer will not be charged for services that are not being used during construction if the utility account is in the construction company's name.
3. **Customer Service standards:** All wiring, piping, and any other utility related connections must conform to the Utility Departments requirements; service lines and plumbing must be kept in good and workable condition; and accepted modern standards of National and Tennessee State Codes must be followed. For Example, Contractors must have all water boxes and yokes to grade before service will be read into customer's name and known leaks must be repaired before service will be rendered by the city.
4. **Billing:**
  - A. Bills will be rendered monthly and shall be paid by the **twentieth (20)** of the month or service will be disconnected. FAILURE TO RECEIVE A BILL WILL NOT RELEASE ANY CUSTOMER FROM PAYMENT OBLIGATION.
  - B. Sixty (60) days after an account is closed, if payment is not received this debt will be turned over to a collection agency.
5. **Discontinuation of service by City utilities:**
  - A. The utility may refuse to connect or may discontinue Service for violation of any of its Rules and Regulations and/or for making false applications or contracts by the customer.
  - B. Services will not be connected if a previous bill is owed to the utility.
  - C. Services may also be discontinued to customers for theft or destruction of any utility service or the appearance of theft device on the premises of customer or any form of tampering that damages the utility services. Additional charges for tampering WILL be administered and will vary depending on the size of the meter between \$260.00 and \$6700.00. The cost of the register is an additional \$ 81.65 before the service is restored.



6. **Cut-off for Non-Payment:** The City Utility requires payment in cash, money order, cashier's check, debit, or credit card when services have been discontinued for a payment violation.
7. **Reconnection Charge:** Whenever Service has been discontinued by the city, as provided above, or a trip is made for the purpose of discontinuing service, a reconnection charge will be collected by the city before service is restored. A reconnection fee will be charged to the customer when the cut-off leaves the office with the customer's name on the list to disconnect services. The reconnection fee is listed on the reverse side of the bill. Reconnection by the customer is considered tampering with the meter and the customer will be issued court citation. We do not offer after-hours connection.
8. **Termination of service by the customer:** Customers who wish to terminate services must give one (1) day notice prior to the termination date.
9. **Adjustments to the Utility Service Accounts:** The city will make normal adjustments to customer accounts when routine errors occur. Other adjustments will be made on the following basis:
- A. **Water Leaks:** Leaks are covered by ServLine if you enroll in the coverage.
  - B. **Sewer Leak:** Leaks are covered by ServLine if you enroll in the coverage.
  - C. **Swimming Pools:** There will be one (1) adjustment per calendar year **and only one billing cycle** for the filling of swimming pools. The customer is responsible for contacting our water department and advise them of the days they are going to be filling their pool. The adjustment will be for sewer only and will be adjusted based on a 5-month average of their sewer costs. The customer will then receive a portion of the cost credited but not the entire bill. This will require the customer to fill out the Pool Fill Affidavit Request Form.
- \*\* The city will not be held accountable for any leaks in the plumbing of the pool resulting in a high-water bill and will not adjust the bill for this reason. \*\*\*\*\***
10. **Bad Check Policy:** When Financial institutions return checks to the city for insufficient funds or closed accounts, the city will levy a service charge for the check and add it back to the account. A letter will be mailed, the account will be flagged, and service will be discontinued if the balance is not paid by the twentieth (20<sup>th</sup>) of the month.
11. **Sending Meters out to be checked:** If a customer requests a meter to be sent out and checked to ensure it is working properly and the meter is deemed to be in proper working order, the customer will be charged the amount of the testing fees. Testing fees are \$ 70.00.
12. Customers with a contractor of customer installed S.T.E.P. system will be required to pay a monthly maintenance fee. If the system requires more than routine maintenance due to grease in the system, the customer will be billed for the additional service.

In accordance with title VI, we do not discriminate based on race, color, or national origin in Federal of State programs.

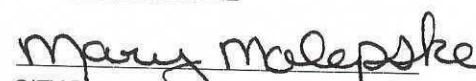
NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Water and Sewer Regulations updates and changes is hereby approved and adopted and shall replace any previously adopted sections of the Rule and Regulations and shall become effective immediately following the passage of this Resolution.

Adopted this 11<sup>th</sup> day of MARCH, 2025.

Voting In favor 7

Voting Against 0

  
MAYOR GERALD GREER

  
CITY RECORDER MARY MOLEPSKE



## Town of Ashland City Water and Sewer Application

P. O. Box 36 405 N. Main Street  
Ashland City, Tennessee 37015  
Phone 615-792-4211 Fax: 615-792-3501

Complete the following application if you are a ~~new~~ resident needing water ~~and~~ /sewer service ~~inside city limits~~. There is a service charge that is non-refundable and non-transferable. The ~~connection~~ fee is \$50.00 for homeowners and \$100.00 for ~~rent~~ tenants. ~~You must submit a~~ A copy of your ~~driver's license government issued~~ ID must be submitted along with your application. ~~Your~~An application must be submitted in full with accurate information. If you have any questions, please contact the Town ~~of~~ Ashland City ~~ww~~Water ~~and~~ Sewer ~~d~~Department at (615) 792-4211.

### Account Information

Account Owner : \_\_\_\_\_

Formatted: Underline

Service Address : \_\_\_\_\_

Service Start Date : \_\_\_\_\_

Are you Buying or Renting? : \_\_\_\_\_

### Account Contact Information

Mail Bills to this Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Email Address : \_\_\_\_\_

Applicant's Driver's License # : \_\_\_\_\_

Social Security Number : \_\_\_\_\_

FEIN (for businesses) : \_\_\_\_\_



Applicant's Next of Kin-Name, Phone #, and Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Security Question : \_\_\_\_\_

\_\_\_\_\_

A question we can ask you to access your account.

Security Question Answer : \_\_\_\_\_

\_\_\_\_\_

Signature : \_\_\_\_\_

\_\_\_\_\_

Today's Date : \_\_\_\_\_

\_\_\_\_\_

## Town of Ashland City Water and Sewer Department Resolution NO. **TBD**

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY AMENDING THE WATER AND SEWER DEPARTMENT RULES AND REGULATIONS FOR UTILITY USERS WITH THE TOWN OF ASHLAND CITY.

### Town of Ashland City Water and Sewer Department Rules and Regulations

The Town of Ashland City will provide utility services to all qualified customers in the Ashland City service area. These rules and regulations are written to ensure understanding by all Town of Ashland City customers that desire utility service.

**1. Application for Service:** Each prospective customer desiring utility service is required to complete and sign an "Application for Service" form. A valid [state government](#) issued ID is required. Applications received before 12:00 noon will receive service by 3:00 p.m. on the same working day. Applications received after 12:00 noon will receive service by 12:00 noon on the next working day. Although this procedure will be followed as closely as possible, occasions may occur that require a variation from the regular service policy.

**2. Service Charge: (A.)** Service charges will be administered to all new customers, present customers transferring to a different location, customers desiring to change names on accounts, and contractors during construction process. Service charges must be paid before any utility service is supplied. **(B.)** Contractor usage of a hydrometer will not be charged for services that ~~are~~ not being used during construction if the utility account is in the construction company's name. [Connection fees: Owner - \\$50.00, Tenant - \\$100.00.](#)

**3. Customer's Service Standards:** All wiring, piping, and any other utility related connections must conform to the Utility Department's requirements. ~~Service~~ [Service](#) lines and plumbing must be kept in good and workable condition. ~~Accepted~~ [Accepted](#) modern standards of National and Tennessee State Codes must be followed. For example, Contractors must have all water boxes and yokes to grade before service will be ~~read~~ [placed](#) into customer's name and known leaks must be repaired before service will be ~~rendered~~ [provided](#) by the city.

**4. Billing: (A.)** Bills will be ~~rendered~~ [generated](#) monthly and shall be paid by the 20th of the month or service will be disconnected. FAILURE TO RECEIVE A BILL WILL NOT RELEASE CUSTOMER FROM PAYMENT OBLIGATION. **(B.)** 60 days after account is closed if payment is not received this debt will be turned over to a Collection Agency.

**5. Discontinuance of Service by City Utilities: (A.)** The ~~utility~~ [city](#) may refuse ~~a customer to connect service or or may~~ discontinue service for violation of ~~any of its~~ rules and regulations or ~~for~~ making false applications. ~~or contracts by the customer.~~ **(B.)** Services will not be connected if a previous bill is owed to the ~~utility~~ [city](#). **(C.)** Services may ~~also~~ be discontinued to customers for ~~the~~ theft, ~~or~~ destruction, ~~damage, or appearance of tampering with of any utility service equipment, or the appearance of theft device on the premises of customer or any form of tampering that damages the utility service.~~ Additional charges ~~for tampering~~ may be administered before service ~~is~~ restored. ~~Charges vary by meter size: \$260.00 up to \$6,700.00 or more. The additional register cost is \$81.65.~~

**6. Cut-off for Nonpayment:** The ~~City~~ [City](#) Utilities requires ~~payment~~ payment in cash, money order, cashier's check, debit or credit card when services ~~have~~ been discontinued for payment violation.

**7. Reconnection Charge:** ~~Whenever service has been discontinued by the city, as provided above, or a trip is made for the purpose of discontinuing service, a~~ reconnection charge will be collected by the city before service is restored ~~when service has been discontinued by the city or a trip is made for the purpose of discontinuing service.~~ A reconnection fee will be charged to a customer ~~when the service is out of~~ ~~disconnected, leaves the office with the customer's name on the list to disconnect services.~~ The reconnection fee ~~is~~ [\\$50.00 inside city limits and \\$75.00 outside city limits, is stated on the reverse side of the bill.](#) Reconnection by the customer is considered tampering with the meter and customer will be issued ~~a~~ court citation. ~~Reconnection after payment will follow the same guidelines as an application for service. The city. We does~~ not offer after-hours connection.

**8. Termination of Service by Customer:** Customers who wish to terminate services must give ~~a~~ [a](#) one (1) day notice prior to ~~the~~ termination date.

**9. Adjustments to Utility Service Accounts:** The city will make normal adjustments to customer accounts when routine errors occur. Other adjustments will be made ~~on the following basis as required:~~ **(A.) Water Leaks:** Leaks are covered by Servline if ~~you~~ [customer](#) enrolls in coverage. **(B.) Sewer Leaks:** Leaks are covered by Servline if ~~customer~~ [you](#) enrolls in coverage. **(C.) Swimming Pools:** ~~There Customers will be are allowed~~ one (1) adjustment per calendar year. ~~The adjustment can be made to a single billing cycle. A billing cycle runs from the 16<sup>th</sup> to the 15<sup>th</sup> of the following month, and only one billing cycle for the filling of swimming pools.~~ The customer is responsible for contacting ~~our~~ [the](#) water department and ~~to advise them of provide the pool fill days, they are going to will be filling their pool.~~ The adjustment will be for sewer charges only and ~~will be adjusted~~ based on a ~~recent~~ [recent](#) 5-month average of their sewer cost. The customer will ~~then~~ receive a ~~portion of the cost credited but not the entire bill to a future bill. This will Adjustment requires~~ the customer to fill out the Pool Fill Affidavit Request Form. ~~[Link - Pool Fill Request Form] \*~~ ~~The city will not be held accountable for any leaks in the pool's plumbing which resulting in a high water bill. No and will not adjustment to the customer's bill will be made for this reason.\*~~

**10. Bad Check Policy:** ~~When financial institutions if a return check is returned to the city for insufficient funds or closed accounts, then city will levy a \$20.00 service charge for the check and add it back to the customer's account. A letter will be mailed, the account will be flagged, and service will be disconnected if the balance is not paid by the 20th of the month. The city will not accept refuse check paymentss once after an account owner a customer presents two returned checks.~~

**11. Sending Meters out to be Checked:** If a customer requests ~~a meter certification to be sent out and checked to ensure it is working properly and the meter is deemed to be in proper working order, then~~ [a](#) customer will be charged ~~the amount of the~~ testing fees. Testing fees are \$70.00 ~~and will be added to a future bill.~~

**12. Customers with a contractor or customer installed S.T.E.P. system installed** will be required to pay a monthly maintenance fee. If the system requires ~~other more~~ than routine maintenance due to grease in the system, ~~then~~ [a](#) customer will be ~~billed charged~~ for the service ~~on a future bill.~~

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In accordance with Title VI, ~~we~~the Town of Ashland City ~~does~~ not discriminate based on race, color, or national origin in Federal or State Programs.

By signing the below line, you agree to the rules and guidelines of the Town of Ashland City Water and Sewer Department.

Service Address:\_\_\_\_\_

Print Name:\_\_\_\_\_

Signature:\_\_\_\_\_

LEAK PROTECTION PROGRAM\*

Leaks can be expensive, and even though a leak may not be your fault, when water passes through your meter, you are responsible for it. Our new ServLine Program protects you from this unexpected expense. Covering qualifying leaks occurring on your property providing up to \$2,500 once every 12-Months.

WATER & SEWER LEAK

Residential:	\$3.05 per month
Master Meter:	\$5.00 per unit per month
Commercial:	
Single Occupancy:	\$5.95 per month
Multiple Occupancy:	\$11.90 per month

TESTIMONIAL

*"My ServLine Leak & Line Protection offered by the utility paid \$172.54 to the cover my water leak. And then an additional \$1,570.00 to fix my line."*

Mrs. McWherter | Home Owner

You must call to decline service and accept full responsibility for high bills caused by leaks. In the event of a high bill failure to pay in full could lead to disconnection.



CALL TODAY  
(615) 246-5110

\*All leaks occurring after April 1st, 2020 will only be adjusted through our ServLine program. Please refer to our Leak Protection Policy for guidelines and qualifications for leak adjustments. Cancel anytime. 30-Day wait period for re-enrollment. Call to request a full copy of program protections and exclusions. Some restrictions do apply. For more information, contact ServLine (615) 246-5110.

LINE PROTECTION PROGRAM†

Line repair or replacement can be costly. Guard your home or business today and get up to \$10,000/Repair. Covers qualifying service line cracks or breaks occurring on your property. Covering from the property line to the foundation. Water Line & Sewer Lateral products sold separately. Please call to enroll.

WATER LINE

Residential:	\$4.95 per month
Master Meter:	Does not qualify
Commercial:	
Single Occupancy:	\$13.50 per month
Multiple Occupancy:	\$27.00 per month

SEWER LATERAL

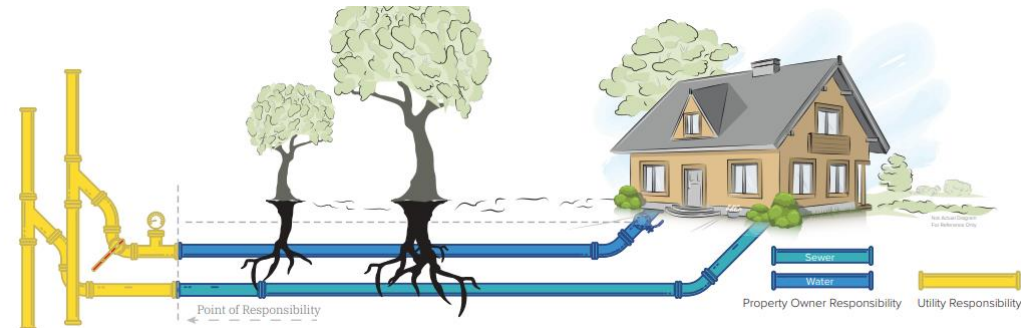
Residential:	\$6.50 per month
Master Meter:	Does not qualify
Commercial:	
Single Occupancy:	\$13.50 per month
Multiple Occupancy:	\$27.00 per month

Line Protection provides \$500 for landscaping and \$500 for privately paved surfaces.  
No Deductible  
No Annual Limit



CALL TODAY  
(615) 246-5110

†Some restrictions do apply: water meter, water pit, water vault, pumps, valves, back-flow assemblies. Line Protection covers customers up to 2" meter – Does not include master metered habitation. Cancel anytime. 30-Day wait period for re-enrollment. For more information, please contact ServLine (615) 246-5110.



LEAK PROTECTION PROGRAM

When it comes to leaks, we've got you covered. The Town of Ashland City Water is expanding service to include an all-new program designed to protect your wallet.

In the event of a costly water bill caused by high-water usage from qualifying leaks or lines breakages, our ServLine Protection Program covers the overage of your costly water utility bill once the active cause of the leak has been repaired. All eligible Town of Ashland City Water customers have been transitioned to this money-saving program, but if for some reason you'd like to remove your residence or business from the Leak Protection Program, please call today (615) 246-5110.

WATER  
LEAK

SEWER  
LEAK

LINE PROTECTION PROGRAM

There are several reasons why your water line might break. Although materials have come a long way, nothing is ever break-proof.

Erosion, soil acidity, tree roots, or even the outdated practices for installing pipe can lead to issues far sooner than expected. A house without water is hardly a home. So in the event of a water line crack or break and to get your personal infrastructure up and running again, you must enroll. If you would like to expand your protection to include Line Repair and Replacement coverage call today (615) 246-5110.

WATER  
LINE

SEWER  
LATERAL

Disclaimer: The information presented herein is not a contract, binder, or agreement to extend insurance coverage. The contents herein are intended as an announcement without any express or implied coverage of any kind. Payments of benefits are subject to all terms, conditions, limitations, and exclusions of the member's participation at the time of service.

Town of Ashland City Water  
ServLine Protection Programs



Have a leak or a water line break...

No problem. We are here to help. This is precisely why we have sought to offer you our ServLine Protection Programs.

Now you can have peace of mind and get your water back online, all in the nick of time.



# MOWING AGREEMENT

This mowing agreement ("Agreement") is made by and between **The Town of Ashland City, Tennessee** and (hereafter referred to as "City"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address located at 405 N. Main Street, Ashland City, Tennessee, 37015 and

\_\_\_\_\_ (hereafter referred to as ("contractor"), (a corporation)/ (a partnership) / (a sole Proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office located at \_\_\_\_\_

\* 3629 Sweethome Rd, Ashland City, TN 37015

## **WITNESSETH**

**WHEREAS** Contractor has substantial skill, equipment and experience in conducting the type of services required by the **Town of Ashland City Parks & Recreation Department** on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

**WHEREAS** the city desires to hire a **Contractor** to mow city property; and

**WHEREAS** the **Contractor** desires to provide such mowing services to the **City** on the terms and under the conditions contained in this **Agreement**.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

# MOWING AGREEMENT

## **ARTICLE 1. TERM**

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from **January 2026 through January 2028** (the "Term") and may be extended for two (2) additional one (1) year periods (the "Renewal") thereafter by mutual consent of the parties hereto.

## **ARTICLE 2. STATEMENT OF WORK**

**Contractor** shall provide mowing services as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

## **ARTICLE 3. COMPENSATION**

In consideration of the mowing services provided by **Contractor** hereunder, the **City** will pay to Contractor for work performed/services rendered a sum of money as provided in the **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this **Agreement** whatsoever, any said payments to any such sub-contractor(s) being sole liability and responsibility of the **Contractor**.

## **ARTICLE 4. INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed that **Contractor** will provide the mowing services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Contractor** nor any of the Contractor's employees, agents, representatives, or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment, insurance, or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither **Contractor** nor any of Contractor's employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City's** employees including, without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or Worker's compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security, federal, state, or local income taxes, for or on behalf of **Contractor** or any of Contractor's employees, agents, representatives, or sub-contractors. **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for **Contractor** and any of Contractor's employees, agents, representatives or sub-contractors. Nothing in this Agreement shall create, or be deemed to create a partnership, joint venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing



# MOWING AGREEMENT

contained in the **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

## **ARTICLE 5. ASSIGNMENT AND DELAGATION**

Neither party shall assign or delegate this **Agreement** or any such rights, duties, or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

## **ARTICLE 6. NO THIRD-PARTY BENEFIT**

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

## **ARTICLE 7. INDEMNITY**

(A) **Contractor** agrees to indemnify, defend, and hold harmless the **City**, it's elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgements, or proceedings of any kind including, but not limited to any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the **City** arising out of or related to the following;

- (1) Any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or
- (2) The negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property of third parties).

## **ARTICLE 8. TERMINATION AND BREACH**

- (A) This **Agreement** shall continue in full force and effect during the **Term** or Renewal Term hereof unless and until terminated in accordance with the provisions of this **Agreement**. Nothing in this **Agreement** or otherwise shall be construed as a requirement that the **City** will request any amount of work or services to be performed by **Contractor**, and any amount of work or services requested or to be performed will be at the sole discretion of the **City**.
- (B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

# MOWING AGREEMENT

(C) In the absence of a material breach of this **Agreement** by **Contractor**, the **City** may terminate this **Agreement** with or without cause by giving **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay **Contractor** on a prorate basis for all work or services performed by the **Contractor** with the **City's** approval up to the date of notice of termination.

## **ARTICLE 9. WAIVER OF BREACH**

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party and shall not be deemed a waiver of any other right, condition or promise hereunder.

## **ARTICLE 10. REMEDIES**

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for any material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

## **ARTICLE 11. WARRANTIES AND REPRESENTATIONS**

(A) **Contractor** warrants and represents the **City** as follows:

- (1) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach of any contract or **Agreement** to which it is a party or by which it is in any manner bound, and
- (2) That it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards.
- (3) **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

(B) **City** warrants and represents to the **Contractor** as follows:

- (1) That funds are available to compensate **Contractor** for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

## **ARTICLE 12 DUE DILIGENCE**

**Contractor** agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.



# MOWING AGREEMENT

## **ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL**

**Contractor** shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by a **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

## **ARTICLE 14. APPLICABLE LAW**

This **Agreement** shall be governed by and construed in accordance with the laws of the **State of Tennessee**.

## **ARTICLE 15. JURISDICTION AND VENUE**

Any dispute arising out of or in conjunction with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in **Cheatham County, Tennessee** and both parties specifically agree to be bound by the jurisdiction and venue thereof.

## **ARTICLE 16. INSURANCE**

(A) **Contractor shall provide a copy of insurance in the bid packet and:** agrees to maintain at its own cost throughout the **Term** or any renewal **Term** of this **Agreement** the following polies of insurance from a reputable insurance provider acceptable to the **City**.

- (1) **COMMERCIAL GENERAL LIABILITY INSURANCE:** for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least **Five Hundred Thousand (\$500,000.00)** each occurrence and **One Million Dollars (\$1,000,000.00)** general aggregate, and
- (2) **AUTOMOBILE VEHICLE LIABILITY INSURANCE:** for bodily injury or death and property damage, covering any auto, with coverage limits of at least **Five Hundred Thousand Dollars (\$500,000.00)**, combined single limits, and
- (3) **WORKER'S COMPENSATION INSURANCE:** in the current statutory maximum required amount.

(B) **Contractor** agrees to provide proof of said insurance to the **City** by way of a Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as an "**additional insured**" for such policies of insurance , and to provide immediate notification of the cancellation or termination of any such policy of insurance at least **30 days prior** to said cancellation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute **Agreement** by the **City** that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the **City** to obtain certificates of insurance or other evidence of

# MOWING AGREEMENT

insurance from **Contractor** shall not be deemed to be a waiver by the **City**. Failure of the **Contractor** to obtain or to maintain the insurance required herein shall be grounds for termination of this **Agreement** by the **City** at its sole discretion. **Contractor** agrees that its policies of insurance shall make provision whereby its insurer(s) shall waive their rights of subrogation against the **City**, its employees, elected or appointed officials, officers and agents. **Contractor** further represents its express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities specified herein or by law.

## ARTICLE 17. TAXES

The **City** is a tax-exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

## ARTICLE 18. NOTICE

Any notice required or permitted to be given under this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, LCJW Lawn Services

ATTN: Leslie Stewart, at its principal office address, 3629 Sweethome Rd., Ashland City, TN 37015; or to the **City, The Town of Ashland City, ATTN: Mary Molepske – City Recorder or any successor, at its principal address PO Box 36, Ashland City, TN 37015**. Either party may change contact personnel by notifying the other in writing of such change.

## ARTICLE 19. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include but are not limited to Acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargos, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

## ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent

# MOWING AGREEMENT

jurisdiction to be invalid, illegal or otherwise unenforceable, such provisions shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

## **ARTICLE 21. COMPLIANCE WITH THE LAW**

Nothing contained in the **Agreement** shall be construed to require the commission of and act contrary to law, and whenever there is a conflict between any **Term**, condition or provision of this **Agreement** and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the **Term**, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its own cost all permits and licenses required by law, to pay for all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work/services to be performed under this **Agreement**. **Contractor** shall comply with all the federal, state, and local statutes, laws, ordinances or regulations, as applicable to the work/services to be performed in this **Agreement**, to include but not limited to all traffic, environmental and safety laws. **Contractor** hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

## **ARTICLE 22. PERFORMANCE BOND**

None required for this contract

## **ARTICLE 23. RIGHT TO INSPECT RECORDS**

**Contractor** agrees to maintain and preserve in legible condition and ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work /services performed by **Contractor** hereunder, during the **Term** or any subsequent **Renewal Term**, and for an additional period of **three years (3)** beyond the end date or termination of this **Agreement**, to include any **Renewal Term**. **Contractor** agrees that the **City**, or any of its duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work/services performed hereunder for audit or financial examination purposes, and **Contractor** further agrees that failure to cooperate to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by the **City**.

## **Article 24. HEADINGS**

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this **Agreement**.

# MOWING AGREEMENT

## **ARTICLE 25. ENTIRE AGREEMENT**

This **Agreement** and the attached **Exhibit(s)** represent the entire **Agreement** between the parties with respect to the subject matter hereof. Should there be a conflict between the **Terms** of this Agreement and any of the attached exhibit(s), the **Terms** of this **Agreement** shall control. This **Agreement** may be amended only by written instrument signed by both parties.

## **ARTICLE 26. COUNTERPARTS**

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

## **ARTICLE 27. IRAN DIVESTMENT ACT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §.12-12-106

**NOTHING FURTHER THIS PAGE**



# MOWING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** by their duly authorized representatives.

Contractor: Leslie Stewart, dba LCJW Lawn Services

(Printed Name): Leslie Stewart

TITLE: Sole Proprietor

SIGNATURE: Leslie Stewart

DATE: 1-22-2026

STATE OF Tennessee

COUNTY OF Cheatham

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State. Leslie Stewart, president, officer, principal, owner and or agent with authority to bind \_\_\_\_\_, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 23 day of January, 2024.



\* Diana K. Knight  
NOTARY PUBLIC  
exp 3/7/26

The Town of Ashland City

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER

# MOWING AGREEMENT

## **EXHIBIT A**

**Bid Documents, Technical Specifications,  
Special Conditions and Pricing**

**(PLEASE SEE THE ATTACHED SPREAD SHEET)**

**Mowing Agreement**

**The Town of Ashland City, Tennessee**

# MOWING AGREEMENT

## **INVITATION FOR BIDS**

The Town of Ashland City will have a Prebid meeting at 1:00 PM, January 12, 2026. Attendance for the Prebid meeting is mandatory to submit a bid. If you do not attend the Prebid meeting your bid will not be accepted. Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, TN 37015 for the mowing bid, will be received by the Town of Ashland City until 10:30 AM, January 26, 2026, at the Town of Ashland City, 405 N. Main Street, Ashland City, TN 37015. Bids will be publicly opened and read at 11:00 AM, January 26, 2026 in City Hall Conference Room.

The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d).

The work consists of mowing at City Hall, Wastewater Treatment Plant, Riverbluff Park, City Park, Preacher Poole Recreation Area (including the Tennis Court area and walking area) Fire Department training center, Fire Station 1 and Fire Station 2, The Pond, and Thrive 55. Totalling Approximately \_\_\_\_\_ Acres.

The Contractor will provide all necessary materials, labor and equipment to make the repairs specified herein.

**In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a contractor's affidavit stating that said Contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act.**

For contract greater than \$ 25,000.00 all bidders must be licensed contractors as required by the Tennessee Code Annotated Title 62 Chapter 6 regarding contractor licensing. Bidder's name, License Number, Classification and expiration date must be placed on the outside of the envelope containing the bid documents. For bid work which includes sub-contractor(s) for electrical, plumbing or HVAC work, the sub-contractors shall be listed on the envelope if the sub-contract portion is less than \$ 25,000.00. If the sub-contract is \$ 25,000.00 or greater, the sub-contractor(s) license information shall also be on the envelope.

**The information concerning the bidder and all, if any, sub-contractors shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid.**

The Town of Ashland City reserves the right, as its interest may require rejecting any and/or all bids and to waive information herein.

Town of Ashland City

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER

# MOWING AGREEMENT

**DESCRIPTION OF WORK:** The work to be completed consists of providing materials, equipment, labor and supervision to mow various places through the area served by the Town of Ashland City Parks and Recreation Department. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for mowing services. The award for this bid shall be based on a square yard unit price.

**CONTRACT PRICE:** Although the City requests bid proposals based on the qualities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities. Please refer to Article 22 in the Contract for Performance Bond requirements.

**REJECTION OF PROPOSALS:** The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

**INVESTIGATION OF SITE:** Each bidder is personally responsible in all matters which may affect work quality. Information furnished by the City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact the Parks and Recreation Director by email ([aclark@ashlandcitytn.gov](mailto:aclark@ashlandcitytn.gov)) or by Phone at 615-792-7553 Ext. 5727 for an interpretation thereof. All questions must be submitted three business days prior to the bid opening.

**WITHDRAW OF BIDS:** Any bidder may withdraw his or her bid in person or by written request at any time prior to the scheduled time for closing the receipt of bids.

**WORKING SCHEDULE:** A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Parks and Recreation Director. This schedule shall be arranged to accomplish the work with as little interference as possible to the public and business needs of the city.

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:** The undersigned further agrees that, in case of failure on his or her part to execute the said contract and the bond within Ten (10) consecutive calendar days after notice of the award of the contract, The Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a bid proposal: and that it is in all respect fair and in good faith without collusion or fraud.



# MOWING AGREEMENT

## BID PROPOSAL

TO: The Town of Ashland City  
Ashland City, Tennessee

I/WE LCJW Lawn Services, dba Leslie Stewart  
NAME OF BIDDER

\* 3629 Sweethome Rd, Ashland City, TN. 37015 \*  
ADDRESS OF BIDDER

The undersigned, as bidder, have carefully examined plans, specifications and contract documents cover mowing agreement of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee, to install the work in accordance with the contract document. It is understood that the prices submitted herewith are for the unit price.

### PROPOSAL SCHEDULE DESCRIPTION

### PER CUT PRICE

**City Hall**

285.00

**Riverbluff Park**

851.70

**Preacher Poole/Walking Track/Tennis Courts**

570.00

**Fire Station 1**

150.00

**Fire Station 2**

200.00

**Training Field**

165.00

**Ashland City Lake**

448.30

**Burn**

**Thrive 55+ Senior Center**

120.00

**Total Estimated Cost For Mowing:**

\$2790.00

### TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR MOWING

To be mowed every two (2) weeks (preferably Wednesday – Friday), or as needed or requested via City Representative, being the Parks and Recreation Director, Fire Chief or the Thrive 55+ Director.

## MOWING AGREEMENT

Mowing may fluctuate with the season and/or weather conditions. Play areas may be mowed more often to accommodate programs and activities. Mowing may not interfere with scheduled activities in the park. Activities such as: Sports, Special Events, Training and Programs may necessitate an altered mowing schedule.

Trimming will be performed every two (2) weeks, or as needed. Trimming includes all areas visible to the public, such as street side, entrance, riverbank along sidewalks and around trees, park perimeter, etc. The edge of the park does not have to be trimmed if the mowers can cut to the tree line as closely as possible.

Any and all trash will be removed from the cutting area before mowing or trimming is performed. Mowing should not happen if ruts are left behind from mowers. Mowers must mow at a speed acceptable to the terrain. **Height of the grass should be cut at 3 inches.** Some areas may accept a higher cut than others. For example: an area of property where only parking is expected may be higher than a sports field or special event area. Mow areas as short as possible without endangering grass and leave areas (parking) as high as possible to allow a healthier stand.

Mower discharge must always be turned away from vehicles and pedestrians. Never mow close to occupied areas. The contractor represents the Town of Ashland City, and professionalism is expected at all times. Any complaints should be reported immediately to the Director. Contractor must keep aware of Park activities as to schedule needed cuts so not to interfere with activities. Please do so by contacting the Parks and Recreation Director at 615-792-7553 ext. 5727 or the Fire Department at 615-792-4531 ext. 5230 or Thrive 55+ at 615-792-3629. Inquire about park status with the department when an invoice is delivered for payment. A department representative must sign every invoice before it is taken to City Hall. This is necessary so the department may keep an accurate budget, to acknowledge acceptance of service and keep lines of communication open.

**TOWN OF ASHLAND CITY**

# MOWING AGREEMENT

**STATE OF TENNESSEE  
COUNTY OF CHEATHAM**

**DRUG FREE WORKPLACE  
AFFIDAVIT OF PRIME BIDDER**

**NOW COME AFFIANT**, who being duly sworn, deposes and says:

1. He/She is the principal officer for LCJW Lawn Services  
NAME OF BIDDER  
 \* 3629 Sweethome Rd, Ashland City, TN 37015 \*  
ADDRESS OF BIDDER
2. That the bidding entity has submitted a bid to the Town of Ashland City to the Parks and Recreation Department.
3. That the bidding entity employs at least five (5) employees. *(Do not have 5) employees.*
4. That the affidavit certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction refunded to above, a drug free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\* Leslie Stewart \*

AFFIANT

SUBSCRIBED AND SWORN TO before me this 23 day of January 2026 ~~2025~~.



\* Diana K. Knight \*

NOTARY PUBLIC

My commission expires 3/7/26

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

# MOWING AGREEMENT

It is also the policy of the Town of Ashland City to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants will comply with these policies.

\* \_\_\_\_\_ \*

SIGNATURE OF CONTRACTOR

\* Leslie Stewart \*

PRINTED NAME OF CONTRACTOR

\* 1-22-2026 \*

DATE

\* N/A \*

SUB-CONTRACTOR

\* 1-22-2026 \*

DATE

## APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:

## MOWING AGREEMENT

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

"The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants based on visual observation or surname."

### ETHNICITY:

Hispanic or Latino \_\_\_\_\_

Not Hispanic or Latino \_\_\_\_\_

### RACE: (Mark one or more)

WHITE \_\_\_\_\_

BLACK/AFRICAN AMERICAN ☒ \_\_\_\_\_

AMERICAN INDIAN \_\_\_\_\_

ALASKA NATIVE \_\_\_\_\_

ASIAN \_\_\_\_\_

NATIVE AMERICAN \_\_\_\_\_

PACIFIC ISLANDER \_\_\_\_\_

### GENDER:

MALE ☒ FEMALE \_\_\_\_\_

## POLICY OF NON-DISCRIMINATION



# MOWING AGREEMENT

The Town of Ashland City does not discriminate based on race, color, religion, national origin, sex, age, or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Violet Black, PO Box 36, Ashland City, Tennessee, 37015, 615-792-4211 Ext 5225**, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988) Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project area, Equal employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

## **LIMITED ENGLISH PROFICIENCY**

TOWN OF ASHLAND CITY, TENNESSEE  
LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

## MOWING AGREEMENT

It is the general policy of The Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff.

These steps are as follows:

1. Employees will have access to "I speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
  - (A) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
  - (B) If the need is oral language services, the supervisor will take the appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
  - (C) The supervisor has an obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her workplace unless it is an emergency.
4. If the need is urgent or Life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

ANY PERSON WHO THINKS THERE HAS BEEN DISCRIMINATION AGAINST HIM/HER BECAUSE OF LEP SHOULD CONTACT VIOLET BLACK, TITLE VI COORDINATOR.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SouthPoint Risk 992 Davidson Dr Suite 108 Nashville TN 37205	<b>CONTACT NAME:</b> Amanda Waldron <b>PHONE (A/C, No, Ext):</b> (615) 356-3212 <b>E-MAIL ADDRESS:</b> awaldron@southpointrisk.com <b>FAX (A/C, No):</b> (615) 356-5915																					
<b>INSURED</b> Leslie Stewart dba LCJW Lawn Service 3629 Sweethome Rd Ashland City TN 37015	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Grange Mutual</td><td>14060</td></tr><tr><td>INSURER B:</td><td>Grange Mutual Ins Company</td><td></td></tr><tr><td>INSURER C:</td><td>SteadPoint Insurance Group</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Grange Mutual	14060	INSURER B:	Grange Mutual Ins Company		INSURER C:	SteadPoint Insurance Group		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** Master 2025**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CT2143844	06/18/2025	06/18/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
EACH OCCURRENCE	\$ 1,000,000																														
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B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP2134030	06/18/2025	06/18/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$		\$	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000										
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-070-0738423-2025A	05/07/2025	05/07/2026																									

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is acknowledged as Additional Insured with respect to General Liability as required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00348262

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> SouthPoint Risk - Nashville		<b>NAMED INSURED</b> Leslie Stewart dba LCJW Lawn Service, DBA: Leslie Stewart dba LCJW Lawn Service
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Certificates are issued based on the insurance coverage included in the insurance program at the time this certificate was issued. Please review the certificate and contract to be certain the coverage provided meets the contractual obligations. To request any changes to the policy, the named insured must contact our agency.



STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

**Business Tax Filing Status Certificate**

October 6, 2025

LESLIE STEWART  
LCJW  
3629 SWEETHOME RD  
ASHLAND CITY TN 37015-2511

Letter ID: L0999293376  
Account ID: 1001008689-BUS  
Account Type: Business Tax

Dear LESLIE STEWART:

This certificate confirms the business tax filing status of Retailer for the above-named taxpayer. The certificate is valid beginning April 15, 2025 and expiring on April 15, 2026 for the following location:

Location ID: 1000287164  
Location Address: LESLIE STEWART  
LCJW  
3629 SWEETHOME RD  
ASHLAND CITY TN 37015-2511

**According to Tenn. Code Ann. § 67-4-720, a vendor that receives a certificate from a customer shall not owe additional tax, nor be refunded tax, based on a retroactive change in the customer's filing status as a wholesaler or retailer during the certificate's effective period.**

The taxpayer may furnish its supplier(s) with a **COPY** of the enclosed certificate upon vendor(s) request. Vendors may rely on the certificate for transactions occurring during the certificate's effective period for the purpose of determining their business liability. The original certificate should be retained **for the taxpayer's records**. The vendor must maintain a file copy as evidence of their business tax filings.

---

Tennessee Department of Revenue

**Business Tax Filing Status Certificate**

Location Address:  
LESLIE STEWART  
LCJW  
3629 SWEETHOME RD  
ASHLAND CITY TN 37015-2511

Effective Period Begin: April 15, 2025  
Effective Period End: April 15, 2026  
Filing Status: Retailer  
Location ID: 1000287164

39 -		*Drop down box										*Drop down box									
ID	dept. Head	Site Name	Address	Frequency	Start Date	End Date	Service Qty	Mow	Edge	Blow	String Trim Only (Areas)	Mow Height Spec	Additional Notes	Approx. Acres							
A	AN	City Hall	405 N Main St	Weekly	3/2/2026	10/31/2026	34	X	X	X	X	4"	Steep grade behind city hall will likely require string trim only for safety reasons unless specialized equipment available; roughly 0.35ac in front and 0.50ac in rear	1.00							
B	CW	Fire Station 1	402 N Main St	Weekly	3/2/2026	10/31/2026	34	X	X	X				0.25							
C	CW	Fire Station 2	200 Marrowbone Rd	Bi-Weekly	3/2/2026	10/31/2026	17	X	X	X	X		Area on south end of property line remains too wet most of year for ride-on mowers - requires string trim only in that area	2.50							
D	AC	Riverbluff Park	175 Old Cumberland St	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	19.00							
E	TC	Senior Center	104 Ruth Dr	Bi-Weekly	3/2/2026	10/31/2026	17	X	X	X		4"		0.25							
F	AC	Preacher Poole Park - Walking Track	100 Preacher Lane	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	9.50							
G	AC	Preacher Poole Park - Tennis Courts	100 Preacher Lane	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	5.50							
H	CW	Ashland City Lake																			
I	CW	Fire Training Grounds	269 Tennessee Waltz Pkwy	Bi-Weekly	3/2/2026	10/31/2026	17							2.00							
J	CB	Burn																			




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Barry Segroves 326 Frey Street  Ashland City TN 370151734		<b>CONTACT</b> NAME: Barry Segroves PHONE (A/C, No, Ext): 615-792-7507 FAX (A/C, No): E-MAIL ADDRESS: barry.segroves.g7gm@statefarm.com	
<b>INSURED</b> Stewart, Leslie 3629 SWEETHOME RD  ASHLAND CITY TN 370152511		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

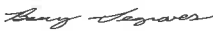
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6158485-D30-42	10/31/2025	04/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 500,000
							BODILY INJURY (Per accident)	\$ 500,000
							PROPERTY DAMAGE (Per accident)	\$ 500,000
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER \$
							E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF ASHLAND CITY 405 N MAIN ST  ASHLAND CITY TN 37015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  This form was system-generated on 01/23/2026
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# MOWING AGREEMENT

This mowing agreement ("Agreement") is made by and between **The Town of Ashland City, Tennessee** and (hereafter referred to as "City"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address located at 405 N. Main Street, Ashland City, Tennessee, 37015 and

Dylan Miller - J+D Lawncare Service (hereafter referred to as ("contractor"), (a corporation)/ (a partnership) / (a sole Proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office located at \_\_\_\_\_

\* 1243 Brummit Rd Charlotte TN 37036

## WITNESSETH

**WHEREAS** Contractor has substantial skill, equipment and experience in conducting the type of services required by the **Town of Ashland City Parks & Recreation Department** on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

**WHEREAS** the city desires to hire a **Contractor** to mow city property; and

**WHEREAS** the **Contractor** desires to provide such mowing services to the **City** on the terms and under the conditions contained in this **Agreement**.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.



# MOWING AGREEMENT

## **ARTICLE 1. TERM**

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from **January 2026 through January 2028** (the “Term”) and may be extended for two (2) additional one (1) year periods (the “Renewal”) thereafter by mutual consent of the parties hereto.

## **ARTICLE 2. STATEMENT OF WORK**

**Contractor** shall provide mowing services as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

## **ARTICLE 3. COMPENSATION**

In consideration of the mowing services provided by **Contractor** hereunder, the **City** will pay to Contractor for work performed/services rendered a sum of money as provided in the **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this **Agreement** whatsoever, any said payments to any such sub-contractor(s) being sole liability and responsibility of the **Contractor**.

## **ARTICLE 4. INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed that **Contractor** will provide the mowing services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Contractor** nor any of the Contractor’s employees, agents, representatives, or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment, insurance, or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker’s compensation, labor or tax laws of any kind. Neither **Contractor** nor any of Contractor’s employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City’s** employees including, without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or Worker’s compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security, federal, state, or local income taxes, for or on behalf of **Contractor** or any of Contractor’s employees, agents, representatives, or sub-contractors. **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for **Contractor** and any of Contractor’s employees, agents, representatives or sub-contractors. Nothing in this Agreement shall create, or be deemed to create a partnership, joint venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing

# MOWING AGREEMENT

contained in the **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

## **ARTICLE 5. ASSIGNMENT AND DELAGATION**

Neither party shall assign or delegate this **Agreement** or any such rights, duties, or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

## **ARTICLE 6. NO THIRD-PARTY BENEFIT**

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

## **ARTICLE 7. INDEMNITY**

(A) **Contractor** agrees to indemnify, defend, and hold harmless the **City**, it's elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgements, or proceedings of any kind including, but not limited to any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the **City** arising out of or related to the following;

- (1) Any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or
- (2) The negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property of third parties).

## **ARTICLE 8. TERMINATION AND BREACH**

(A) This **Agreement** shall continue in full force and effect during the **Term** or Renewal Term hereof unless and until terminated in accordance with the provisions of this **Agreement**. Nothing in this **Agreement** or otherwise shall be construed as a requirement that the **City** will request any amount of work or services to be performed by **Contractor**, and any amount of work or services requested or to be performed will be at the sole discretion of the **City**.

(B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

# MOWING AGREEMENT

(C) In the absence of a material breach of this **Agreement** by **Contractor**, the **City** may terminate this **Agreement** with or without cause by giving **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay **Contractor** on a prorate basis for all work or services performed by the **Contractor** with the **City's** approval up to the date of notice of termination.

## **ARTICLE 9. WAIVER OF BREACH**

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party and shall not be deemed a waiver of any other right, condition or promise hereunder.

## **ARTICLE 10. REMEDIES**

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for any material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

## **ARTICLE 11. WARRANTIES AND REPRESENTATIONS**

(A) **Contractor** warrants and represents the **City** as follows:

- (1) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach of any contract or **Agreement** to which it is a party or by which it is in any manner bound, and
- (2) That it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards.
- (3) **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

(B) **City** warrants and represents to the **Contractor** as follows:

- (1) That funds are available to compensate **Contractor** for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

## **ARTICLE 12 DUE DILIGENCE**

**Contractor** agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.



# MOWING AGREEMENT

## **ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL**

**Contractor** shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by a **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

## **ARTICLE 14. APPLICABLE LAW**

This **Agreement** shall be governed by and construed in accordance with the laws of the **State of Tennessee**.

## **ARTICLE 15. JURISDICTION AND VENUE**

Any dispute arising out of or in conjunction with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in **Cheatham County, Tennessee** and both parties specifically agree to be bound by the jurisdiction and venue thereof.

## **ARTICLE 16. INSURANCE**

- (A) **Contractor shall provide a copy of insurance in the bid packet and:** agrees to maintain at its own cost throughout the **Term** or any renewal Term of this **Agreement** the following polices of insurance from a reputable insurance provider acceptable to the **City**.
- (1) **COMMERCIAL GENERAL LIABILITY INSURANCE:** for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least **Five Hundred Thousand (\$500,000.00)** each occurrence and **One Million Dollars (\$1,000,000.00)** general aggregate, and
  - (2) **AUTOMOBILE VEHICLE LIABILITY INSURANCE:** for bodily injury or death and property damage, covering any auto, with coverage limits of at least **Five Hundred Thousand Dollars (\$500,000.00)**, combined single limits, and
  - (3) **WORKER'S COMPENSATION INSURANCE:** in the current statutory maximum required amount.
- (B) **Contractor** agrees to provide proof of said insurance to the **City** by way of a Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as an **"additional insured"** for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least **30 days prior** to said cancellation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute **Agreement** by the **City** that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the **City** to obtain certificates of insurance or other evidence of

# MOWING AGREEMENT

insurance from **Contractor** shall not be deemed to be a waiver by the **City**. Failure of the **Contractor** to obtain or to maintain the insurance required herein shall be grounds for termination of this **Agreement** by the **City** at its sole discretion. **Contractor** agrees that its policies of insurance shall make provision whereby its insurer(s) shall waive their rights of subrogation against the **City**, its employees, elected or appointed officials, officers and agents. **Contractor** further represents its express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities specified herein or by law.

## ARTICLE 17. TAXES

The **City** is a tax-exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

## ARTICLE 18. NOTICE

Any notice required or permitted to be given under this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, Dylan Miller - JTD Lawn Care Service

ATTN: \_\_\_\_\_, at its principal office address, \_\_\_\_\_

1243 Brummit Rd Charlotte TN 37036; or to the **City, The Town of Ashland City, ATTN: Mary Molepske – City Recorder or any successor, at its principal address PO Box 36, Ashland City, TN 37015**. Either party may change contact personnel by notifying the other in writing of such change.

## ARTICLE 19. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include but are not limited to Acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargos, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

## ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent



# MOWING AGREEMENT

jurisdiction to be invalid, illegal or otherwise unenforceable, such provisions shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

## **ARTICLE 21. COMPLIANCE WITH THE LAW**

Nothing contained in the **Agreement** shall be construed to require the commission of and act contrary to law, and whenever there is a conflict between any **Term**, condition or provision of this **Agreement** and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the **Term**, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its own cost all permits and licenses required by law, to pay for all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work/services to be performed under this **Agreement**. **Contractor** shall comply with all the federal, state, and local statutes, laws, ordinances or regulations, as applicable to the work/services to be performed in this **Agreement**, to include but not limited to all traffic, environmental and safety laws. **Contractor** hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

## **ARTICLE 22. PERFORMANCE BOND**

None required for this contract

## **ARTICLE 23. RIGHT TO INSPECT RECORDS**

**Contractor** agrees to maintain and preserve in legible condition and ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work /services performed by **Contractor** hereunder, during the **Term** or any subsequent **Renewal Term**, and for an additional period of **three years (3)** beyond the end date or termination of this **Agreement**, to include any **Renewal Term**. **Contractor** agrees that the **City**, or any of its duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work/services performed hereunder for audit or financial examination purposes, and **Contractor** further agrees that failure to cooperate to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by the **City**.

## **Article 24. HEADINGS**

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this **Agreement**.

# MOWING AGREEMENT

## **ARTICLE 25. ENTIRE AGREEMENT**

This **Agreement** and the attached **Exhibit(s)** represent the entire **Agreement** between the parties with respect to the subject matter hereof. Should there be a conflict between the **Terms** of this Agreement and any of the attached exhibit(s), the **Terms** of this **Agreement** shall control. This **Agreement** may be amended only by written instrument signed by both parties.

## **ARTICLE 26. COUNTERPARTS**

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

## **ARTICLE 27. IRAN DIVESTMENT ACT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §.12-12-106

**NOTHING FURTHER THIS PAGE**

# MOWING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** by their duly authorized representatives.

Contractor: \_\_\_\_\_

(Printed Name): \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State. \_\_\_\_\_, president, officer, principal, owner and or agent with authority to bind \_\_\_\_\_, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\* \_\_\_\_\_ \*

NOTARY PUBLIC

The Town of Ashland City

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER

# MOWING AGREEMENT

## EXHIBIT A

**Bid Documents, Technical Specifications,  
Special Conditions and Pricing**

**(PLEASE SEE THE ATTACHED SPREAD SHEET)**

**Mowing Agreement**

**The Town of Ashland City, Tennessee**

# MOWING AGREEMENT

## **INVITATION FOR BIDS**

The Town of Ashland City will have a Prebid meeting at 1:00 PM, January 12, 2026. Attendance for the Prebid meeting is mandatory to submit a bid. If you do not attend the Prebid meeting your bid will not be accepted. Sealed and endorsed bid proposals with contract addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, TN 37015 for the mowing bid, will be received by the Town of Ashland City until 10:30 AM, January 26, 2026, at the Town of Ashland City, 405 N. Main Street, Ashland City, TN 37015. Bids will be publicly opened and read at 11:00 AM, January 26, 2026 in City Hall Conference Room.

The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d).

The work consists of mowing at City Hall, Wastewater Treatment Plant, Riverbluff Park, City Park, Preacher Poole Recreation Area (including the Tennis Court area and walking area) Fire Department training center, Fire Station 1 and Fire Station 2, The Pond, and Thrive 55. Totalling Approximately \_\_\_\_\_ Acres.

The Contractor will provide all necessary materials, labor and equipment to make the repairs specified herein.

**In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a contractor's affidavit stating that said Contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act.**

For contract greater than \$ 25,000.00 all bidders must be licensed contractors as required by the Tennessee Code Annotated Title 62 Chapter 6 regarding contractor licensing. Bidder's name, License Number, Classification and expiration date must be placed on the outside of the envelope containing the bid documents. For bid work which includes sub-contractor(s) for electrical, plumbing or HVAC work, the sub-contractors shall be listed on the envelope if the sub-contract portion is less than \$ 25,000.00. If the sub-contract is \$ 25,000.00 or greater, the sub-contractor(s) license information shall also be on the envelope.

**The information concerning the bidder and all, if any, sub-contractors shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid.**

The Town of Ashland City reserves the right, as its interest may require rejecting any and/or all bids and to waive information herein.

Town of Ashland City

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER



# MOWING AGREEMENT

**DESCRIPTION OF WORK:** The work to be completed consists of providing materials, equipment, labor and supervision to mow various places through the area served by the Town of Ashland City Parks and Recreation Department. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for mowing services. The award for this bid shall be based on a square yard unit price.

**CONTRACT PRICE:** Although the City requests bid proposals based on the quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities. Please refer to Article 22 in the Contract for Performance Bond requirements.

**REJECTION OF PROPOSALS:** The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

**INVESTIGATION OF SITE:** Each bidder is personally responsible in all matters which may affect work quality. Information furnished by the City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact the Parks and Recreation Director by email ([aclark@ashlandcitytn.gov](mailto:aclark@ashlandcitytn.gov)) or by Phone at 615-792-7553 Ext. 5727 for an interpretation thereof. All questions must be submitted three business days prior to the bid opening.

**WITHDRAW OF BIDS:** Any bidder may withdraw his or her bid in person or by written request at any time prior to the scheduled time for closing the receipt of bids.

**WORKING SCHEDULE:** A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Parks and Recreation Director. This schedule shall be arranged to accomplish the work with as little interference as possible to the public and business needs of the city.

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:** The undersigned further agrees that, in case of failure on his or her part to execute the said contract and the bond within Ten (10) consecutive calendar days after notice of the award of the contract, The Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a bid proposal: and that it is in all respect fair and in good faith without collusion or fraud.

# MOWING AGREEMENT

## BID PROPOSAL

TO: The Town of Ashland City  
Ashland City, Tennessee

I/WE \_\_\_\_\_

Dylan Miller

NAME OF BIDDER

\*

1243 Brummit Rd Charlotte TN 37036

\*

ADDRESS OF BIDDER

The undersigned, as bidder, have carefully examined plans, specifications and contract documents cover mowing agreement of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee, to install the work in accordance with the contract document. It is understood that the prices submitted herewith are for the unit price.

### PROPOSAL SCHEDULE DESCRIPTION

### PER CUT PRICE

**City Hall**

\$ 350.00

**Riverbluff Park**

\$ 1350.00

**Preacher Poole/Walking Track/Tennis Courts**

\$ 1300.00

**Fire Station 1**

\$ 150.00

**Fire Station 2**

\$ 275.00

**Training Field**

\$ 250.00

**Ashland City Lake**

\$ 275.00

**Burm**

\$

**Thrive 55+ Senior Center**

\$ 80.00

**Total Estimated Cost For Mowing:**

\$ 14,360 - Monthly

### TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR MOWING

To be mowed every two (2) weeks (preferably Wednesday – Friday), or as needed or requested via City Representative, being the Parks and Recreation Director, Fire Chief or the Thrive 55+ Director.

## MOWING AGREEMENT

Mowing may fluctuate with the season and/or weather conditions. Play areas may be mowed more often to accommodate programs and activities. Mowing may not interfere with scheduled activities in the park. Activities such as: Sports, Special Events, Training and Programs may necessitate an altered mowing schedule.

Trimming will be performed every two (2) weeks, or as needed. Trimming includes all areas visible to the public, such as street side, entrance, riverbank along sidewalks and around trees, park perimeter, etc. The edge of the park does not have to be trimmed if the mowers can cut to the tree line as closely as possible.

Any and all trash will be removed from the cutting area before mowing or trimming is performed. Mowing should not happen if ruts are left behind from mowers. Mowers must mow at a speed acceptable to the terrain. **Height of the grass should be cut at 3 inches.** Some areas may accept a higher cut than others. For example: an area of property where only parking is expected may be higher than a sports field or special event area. Mow areas as short as possible without endangering grass and leave areas (parking) as high as possible to allow a healthier stand.

Mower discharge must always be turned away from vehicles and pedestrians. Never mow close to occupied areas. The contractor represents the Town of Ashland City, and professionalism is expected at all times. Any complaints should be reported immediately to the Director. Contractor must keep aware of Park activities as to schedule needed cuts so not to interfere with activities. Please do so by contacting the Parks and Recreation Director at 615-792-7553 ext. 5727 or the Fire Department at 615-792-4531 ext. 5230 or Thrive 55+ at 615-792-3629. Inquire about park status with the department when an invoice is delivered for payment. A department representative must sign every invoice before it is taken to City Hall. This is necessary so the department may keep an accurate budget, to acknowledge acceptance of service and keep lines of communication open.

**TOWN OF ASHLAND CITY**

# MOWING AGREEMENT

**STATE OF TENNESSEE  
COUNTY OF CHEATHAM**

**DRUG FREE WORKPLACE  
AFFIDAVIT OF PRIME BIDDER**

**NOW COME AFFIANT**, who being duly sworn, deposes and says:

1. He/She is the principal officer for \_\_\_\_\_

**NAME OF BIDDER**

\* \_\_\_\_\_ \*

**ADDRESS OF BIDDER**

2. That the bidding entity has submitted a bid to the Town of Ashland City to the Parks and Recreation Department.
3. That the bidding entity employs at least five (5) employees.
4. That the affidavit certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction refunded to above, a drug free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\* \_\_\_\_\_ \*

**AFFIANT**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\* \_\_\_\_\_ \*

**NOTARY PUBLIC**

My commission expires \_\_\_\_\_

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

# MOWING AGREEMENT

It is also the policy of the Town of Ashland City to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants will comply with these policies.

\* *Dylan Miller* \*

SIGNATURE OF CONTRACTOR

\* Dylan Miller \*

PRINTED NAME OF CONTRACTOR

\* 1-16-2026 \*

DATE

\* \_\_\_\_\_ \*

SUB-CONTRACTOR

\* \_\_\_\_\_ \*

DATE

## APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:



# MOWING AGREEMENT

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

"The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants based on visual observation or surname."

## ETHNICITY:

Hispanic or Latino \_\_\_\_\_

Not Hispanic or Latino ☒ \_\_\_\_\_

## RACE: (Mark one or more)

WHITE ☒ \_\_\_\_\_

BLACK/AFRICAN AMERICAN \_\_\_\_\_

AMERICAN INDIAN \_\_\_\_\_

ALASKA NATIVE \_\_\_\_\_

ASIAN \_\_\_\_\_

NATIVE AMERICAN \_\_\_\_\_

PACIFIC ISLANDER \_\_\_\_\_

## GENDER:

MALE ☒ FEMALE \_\_\_\_\_

## POLICY OF NON-DISCRIMINATION

# MOWING AGREEMENT

The Town of Ashland City does not discriminate based on race, color, religion, national origin, sex, age, or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Violet Black, PO Box 36, Ashland City, Tennessee, 37015, 615-792-4211 Ext 5225**, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988) Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project area, Equal employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

## **LIMITED ENGLISH PROFICIENCY**

TOWN OF ASHLAND CITY, TENNESSEE  
LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

## MOWING AGREEMENT

It is the general policy of The Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff.

These steps are as follows:

1. Employees will have access to "I speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
  - (A) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
  - (B) If the need is oral language services, the supervisor will take the appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
  - (C) The supervisor has an obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her workplace unless it is an emergency.
4. If the need is urgent or Life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

ANY PERSON WHO THINKS THERE HAS BEEN DISCRIMINATION AGAINST HIM/HER BECAUSE OF LEP SHOULD CONTACT VIOLET BLACK, TITLE VI COORDINATOR.

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**02-05-2026**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>JOE HENRY</b> <b>TN FARMERS MUTUAL INS CO</b> <b>216 N MAIN ST</b> <b>ASHLAND CITY, TN 37015</b>	<b>CONTACT NAME:</b> <b>MISTY CIRILO</b> <b>PHONE (A/C, No, Ext):</b> <b>615-792-5601</b> <b>FAX (A/C, No):</b> <b>615-792-5880</b> <b>E-MAIL ADDRESS:</b> <b>chagitomisty21@gmail.com</b>														
<b>INSURED</b> <b>DYLAN KEITH MILLER</b> <b>1243 BRUMMIT RD</b> <b>CHARLOTTE, TN 37036-5131</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : TENNESSEE FARMERS MUTUAL INSURANCE COMPANY</td> <td>15245</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TENNESSEE FARMERS MUTUAL INSURANCE COMPANY	15245	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>PERSONAL LIABILITY</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>8582936</b>	<b>11/15/2025</b>	<b>05/15/2026</b>	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ <b>250,000</b> <input type="text"/> BODILY INJURY (Per accident) \$ <b>500,000</b> <input type="text"/> PROPERTY DAMAGE (Per accident) \$ <b>250,000</b> <input type="text"/> \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WATERCRAFT LIABILITY</b>						EACH OCCURRENCE \$ MED EXP (Any one person) \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

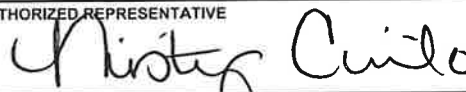
2020 GMC SIERRA VIN# 1GT49REY4LF148793 \$500 COMP/ \$500 COLLISION DEDUCTIBLES  
 1996 CHEVY GMT-400 VIN# 1GCGC24R8TZ113656 \$500 COMP/\$500 COLLISION DEDUCTIBLES

**CERTIFICATE HOLDER****CANCELLATION**

**TOWN OF ASHLAND CITY**  
**405 N MAIN ST**  
**ASHLAND CITY, TN 37015**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b>  <b>State Farm</b> Barry Segroves 326 Frey Street  Ashland City TN 370151734	<b>CONTACT</b> NAME: Barry Segroves PHONE (A/C, No, Ext): 615-792-7507 E-MAIL ADDRESS: barry.segroves.g7gm@statefarm.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 25143
<b>INSURED</b> Miller, Dylan 1243 BRUMMIT RD  CHARLOTTE TN 370365131		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	92-NR-V484-3	05/05/2025	05/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	92N3L7783F	01/21/2026	01/21/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF ASHLAND CITY 405 N MAIN ST  ASHLAND CITY TN 37015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  This form was system-generated on 01/21/2026
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ACORD 25 (2016/03)

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ITEM # 6.



## MOWING AGREEMENT

This mowing agreement ("Agreement") is made by and between **The Town of Ashland City, Tennessee** and (hereafter referred to as "City"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address located at 405 N. Main Street, Ashland City, Tennessee, 37015 and

Rotolo Consultants, Inc. (hereafter referred to as ("contractor"), (a corporation) (a partnership) / (a sole Proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office located at \_\_\_\_\_

\* 305 Paddington Ct, Antioch, TN, 37013

### WITNESSETH

**WHEREAS** Contractor has substantial skill, equipment and experience in conducting the type of services required by the **Town of Ashland City Parks & Recreation Department** on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

**WHEREAS** the city desires to hire a **Contractor** to mow city property; and

**WHEREAS** the **Contractor** desires to provide such mowing services to the **City** on the terms and under the conditions contained in this **Agreement**.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

# MOWING AGREEMENT

## **ARTICLE 1. TERM**

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from **January 2026 through January 2028** (the "Term") and may be extended for two (2) additional one (1) year periods (the "Renewal") thereafter by mutual consent of the parties hereto.

## **ARTICLE 2. STATEMENT OF WORK**

**Contractor** shall provide mowing services as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

## **ARTICLE 3. COMPENSATION**

In consideration of the mowing services provided by **Contractor** hereunder, the **City** will pay to **Contractor** for work performed/services rendered a sum of money as provided in the **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this **Agreement** whatsoever, any said payments to any such sub-contractor(s) being sole liability and responsibility of the **Contractor**.

## **ARTICLE 4. INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed that **Contractor** will provide the mowing services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Contractor** nor any of the Contractor's employees, agents, representatives, or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment, insurance, or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither **Contractor** nor any of Contractor's employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City's** employees including, without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or Worker's compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security, federal, state, or local income taxes, for or on behalf of **Contractor** or any of Contractor's employees, agents, representatives, or sub-contractors. **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for **Contractor** and any of Contractor's employees, agents, representatives or sub-contractors. Nothing in this Agreement shall create, or be deemed to create a partnership, joint venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing

## MOWING AGREEMENT

contained in the **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

### **ARTICLE 5. ASSIGNMENT AND DELAGATION**

Neither party shall assign or delegate this **Agreement** or any such rights, duties, or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

### **ARTICLE 6. NO THIRD-PARTY BENEFIT**

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

### **ARTICLE 7. INDEMNITY**

(A) **Contractor** agrees to indemnify, defend, and hold harmless the **City**, it's elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgements, or proceedings of any kind including, but not limited to any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the **City** arising out of or related to the following:

- (1) Any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or
- (2) The negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property of third parties).

### **ARTICLE 8. TERMINATION AND BREACH**

- (A) This **Agreement** shall continue in full force and effect during the **Term** or Renewal Term hereof unless and until terminated in accordance with the provisions of this **Agreement**. Nothing in this **Agreement** or otherwise shall be construed as a requirement that the **City** will request any amount of work or services to be performed by **Contractor**, and any amount of work or services requested or to be performed will be at the sole discretion of the **City**.
- (B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

## MOWING AGREEMENT

- (C) In the absence of a material breach of this **Agreement** by **Contractor**, the **City** may terminate this **Agreement** with or without cause by giving **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay **Contractor** on a prorate basis for all work or services performed by the **Contractor** with the **City's** approval up to the date of notice of termination.

### **ARTICLE 9. WAIVER OF BREACH**

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party and shall not be deemed a waiver of any other right, condition or promise hereunder.

### **ARTICLE 10. REMEDIES**

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for any material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights of remedies available at law.

### **ARTICLE 11. WARRANTIES AND REPRESENTATIONS**

(A) **Contractor** warrants and represents the **City** as follows:

- (1) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach of any contract or **Agreement** to which it is a party or by which it is in any manner bound, and
- (2) That it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards.
- (3) **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

(B) **City** warrants and represents to the **Contractor** as follows:

- (1) That funds are available to compensate **Contractor** for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

### **ARTICLE 12 DUE DILIGENCE**

**Contractor** agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.

# MOWING AGREEMENT

## **ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL**

**Contractor** shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by a **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

## **ARTICLE 14. APPLICABLE LAW**

This **Agreement** shall be governed by and construed in accordance with the laws of the **State of Tennessee**.

## **ARTICLE 15. JURISDICTION AND VENUE**

Any dispute arising out of or in conjunction with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in **Cheatham County, Tennessee** and both parties specifically agree to be bound by the jurisdiction and venue thereof.

## **ARTICLE 16. INSURANCE**

- (A) **Contractor shall provide a copy of insurance in the bid packet and:** agrees to maintain at its own cost throughout the **Term** or any renewal Term of this **Agreement** the following polices of insurance from a reputable insurance provider acceptable to the **City**.
- (1) **COMMERCIAL GENERAL LIABILITY INSURANCE:** for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least **Five Hundred Thousand (\$500,000.00)** each occurrence and **One Million Dollars (\$1,000,000.00)** general aggregate, and \_\_\_\_\_
  - (2) **AUTOMOBILE VEHICLE LIABILITY INSURANCE:** for bodily injury or death and property damage, covering any auto, with coverage limits of at least **Five Hundred Thousand Dollars (\$500,000.00)**, combined single limits, and \_\_\_\_\_
  - (3) **WORKER'S COMPENSATION INSURANCE:** in the current statutory maximum required amount.
- (B) **Contractor** agrees to provide proof of said insurance to the **City** by way of a Certificate of Insurance, or such other form and manner acceptable to the **City**, and to name the **City** as an "additional insured" for such policies of insurance, and to provide immediate notification of the cancellation or termination of any such policy of insurance at least **30 days prior** to said cancellation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute **Agreement** by the **City** that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the **City** to obtain certificates of insurance or other evidence of



## MOWING AGREEMENT

insurance from **Contractor** shall not be deemed to be a waiver by the **City**. Failure of the **Contractor** to obtain or to maintain the insurance required herein shall be grounds for termination of this **Agreement** by the **City** at its sole discretion. **Contractor** agrees that its policies of insurance shall make provision whereby its insurer(s) shall waive their rights of subrogation against the **City**, its employees, elected or appointed officials, officers and agents. **Contractor** further represents its express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities specified herein or by law.

### ARTICLE 17. TAXES

The **City** is a tax-exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

### ARTICLE 18. NOTICE

Any notice required or permitted to be given under this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, Rotolo Consultants, Inc.

ATTN: Brian Rotolo, CFO, at its principal office address, 38001 Brownsvillage Road, Slidell, LA, 70460; or to the **City, The Town**

of **Ashland City**, ATTN: **Mary Molepske – City Recorder or any successor**, at its principal address **PO Box 36, Ashland City, TN 37015**. Either party may change contact personnel by notifying the other in writing of such change.

### ARTICLE 19. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include but are not limited to Acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargos, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

### ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent

## MOWING AGREEMENT

jurisdiction to be invalid, illegal or otherwise unenforceable, such provisions shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

### **ARTICLE 21. COMPLIANCE WITH THE LAW**

Nothing contained in the **Agreement** shall be construed to require the commission of and act contrary to law, and whenever there is a conflict between any **Term**, condition or provision of this **Agreement** and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the **Term**, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its own cost all permits and licenses required by law, to pay for all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work/services to be performed under this **Agreement**. **Contractor** shall comply with all the federal, state, and local statutes, laws, ordinances or regulations, as applicable to the work/services to be performed in this **Agreement**, to include but not limited to all traffic, environmental and safety laws. **Contractor** hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

### **ARTICLE 22. PERFORMANCE BOND**

None required for this contract

### **ARTICLE 23. RIGHT TO INSPECT RECORDS**

**Contractor** agrees to maintain and preserve in legible condition and ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work /services performed by **Contractor** hereunder, during the **Term** or any subsequent **Renewal Term**, and for an additional period of **three years (3)** beyond the end date or termination of this **Agreement**, to include any **Renewal Term**. **Contractor** agrees that the **City**, or any of its duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work/services performed hereunder for audit or financial examination purposes, and **Contractor** further agrees that failure to cooperate to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by the **City**.

### **Article 24. HEADINGS**

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this **Agreement**.

## MOWING AGREEMENT

### **ARTICLE 25. ENTIRE AGREEMENT**

This **Agreement** and the attached **Exhibit(s)** represent the entire **Agreement** between the parties with respect to the subject matter hereof. Should there be a conflict between the **Terms** of this Agreement and any of the attached exhibit(s), the **Terms** of this **Agreement** shall control. This **Agreement** may be amended only by written instrument signed by both parties.

### **ARTICLE 26. COUNTERPARTS**

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

### **ARTICLE 27. IRAN DIVESTMENT ACT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §.12-12-106

**NOTHING FURTHER THIS PAGE**

# MOWING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** by their duly authorized representatives.

Contractor: Rotolo Consultants, Inc.

(Printed Name): Brian Rotolo

TITLE: CFO

SIGNATURE: 

DATE: 1/21/26

STATE OF Louisiana

COUNTY OF St. Tammany Parish

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State. Brian Rotolo, president, officer, principal, owner and or agent with authority to bind Rotolo Consultants Inc, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 21 day of January, 2026.

  
NOTARY PUBLIC

The Town of Ashland City

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER

Mary E. Spears, Notary Public #58914  
My Commission expires with my life



# **MOWING AGREEMENT**

## **EXHIBIT A**

**Bid Documents, Technical Specifications,  
Special Conditions and Pricing  
(PLEASE SEE THE ATTACHED SPREAD SHEET)**

### **Mowing Agreement**

**The Town of Ashland City, Tennessee**



# MOWING AGREEMENT

## INVITATION FOR BIDS

The Town of Ashland City will have a Prebid meeting at 1:00 PM, January 12, 2026. Attendance for the Prebid meeting is mandatory to submit a bid. If you do not attend the Prebid meeting your bid will not be accepted. Sealed and endorsed bid proposals ~~with contract~~ addresses to Mary Molepske, Town of Ashland City, City Recorder, PO Box 36, Ashland City, TN 37015 for the mowing bid, will be received by the Town of Ashland City until 10:30 AM, January 26, 2026, at the Town of Ashland City, 405 N. Main Street, Ashland City, TN 37015. Bids will be publicly opened and read at 11:00 AM, January 26, 2026 in City Hall Conference Room.

The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d).

The work consists of mowing at City Hall, Wastewater Treatment Plant, Riverbluff Park, City Park, Preacher Poole Recreation Area (including the Tennis Court area and walking area) Fire Department training center, Fire Station 1 and Fire Station 2, The Pond, and Thrive 55. Totalling Approximately 51.25 Acres.

The Contractor will provide all necessary materials, labor and equipment to make the repairs specified herein.

**In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a contractor's affidavit stating that said Contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act.**

For contract greater than \$ 25,000.00 all bidders must be licensed contractors as required by the Tennessee Code Annotated Title 62 Chapter 6 regarding contractor licensing. Bidder's name, License Number, Classification and expiration date must be placed on the outside of the envelope containing the bid documents. For bid work which includes sub-contractor(s) for electrical, plumbing or HVAC work, the sub-contractors shall be listed on the envelope if the sub-contract portion is less than \$ 25,000.00. If the sub-contract is \$ 25,000.00 or greater, the sub-contractor(s) license information shall also be on the envelope.

**The information concerning the bidder and all, if any, sub-contractors shall be provided using the State Contractor Licensing information form and attached to the outside of the envelope containing the bid.**

The Town of Ashland City reserves the right, as its interest may require rejecting any and/or all bids and to waive information herein.

Town of Ashland City

\* \_\_\_\_\_ \*

MARY MOLEPSKE – CITY RECORDER

## MOWING AGREEMENT

**DESCRIPTION OF WORK:** The work to be completed consists of providing materials, equipment, labor and supervision to mow various places through the area served by the Town of Ashland City Parks and Recreation Department. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for mowing services. The award for this bid shall be based on a square yard unit price.

**CONTRACT PRICE:** Although the City requests bid proposals based on the quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities. Please refer to Article 22 in the Contract for Performance Bond requirements.

**REJECTION OF PROPOSALS:** The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

**INVESTIGATION OF SITE:** Each bidder is personally responsible in all matters which may affect work quality. Information furnished by the City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact the Parks and Recreation Director by email ([aclark@ashlandcitytn.gov](mailto:aclark@ashlandcitytn.gov)) or by Phone at 615-792-7553 Ext. 5727 for an interpretation thereof. All questions must be submitted three business days prior to the bid opening.

**WITHDRAW OF BIDS:** Any bidder may withdraw his or her bid in person or by written request at any time prior to the scheduled time for closing the receipt of bids.

**WORKING SCHEDULE:** A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Parks and Recreation Director. This schedule shall be arranged to accomplish the work with as little interference as possible to the public and business needs of the city.

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:** The undersigned further agrees that, in case of failure on his or her part to execute the said contract and the bond within Ten (10) consecutive calendar days after notice of the award of the contract, The Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a bid proposal: and that it is in all respect fair and in good faith without collusion or fraud.

# MOWING AGREEMENT

## BID PROPOSAL

TO: The Town of Ashland City  
Ashland City, Tennessee

I/WE Rotolo Consultants, Inc.

NAME OF BIDDER

\* 38001 Brownsvillage Road, Slidell, LA, 70460

ADDRESS OF BIDDER

The undersigned, as bidder, have carefully examined plans, specifications and contract documents cover mowing agreement of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee, to install the work in accordance with the contract document. It is understood that the prices submitted herewith are for the unit price.

### PROPOSAL SCHEDULE DESCRIPTION

### PER CUT PRICE

<u>City Hall</u>	\$130.57
<u>Riverbluff Park</u>	\$858.18
<u>Preacher Poole/Walking Track/Tennis Courts</u>	\$817.90
<u>Fire Station 1</u>	\$73.65
<u>Fire Station 2</u>	\$176.37
<u>Training Field</u>	\$119.92
<u>Ashland City Lake</u>	\$233.53
<u>Burn</u>	\$510.59
<u>Thrive 55+ Senior Center</u>	<del>\$56.45</del> <b>56.45</b>

\$74,407.38

Total Estimated Cost For Mowing:

### TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR MOWING

To be mowed every two (2) weeks (preferably Wednesday – Friday), or as needed or requested via City Representative, being the Parks and Recreation Director, Fire Chief or the Thrive 55+ Director.

## MOWING AGREEMENT

Mowing may fluctuate with the season and/or weather conditions. Play areas may be mowed more often to accommodate programs and activities. Mowing may not interfere with scheduled activities in the park. Activities such as: Sports, Special Events, Training and Programs may necessitate an altered mowing schedule.

Trimming will be performed every two (2) weeks, or as needed. Trimming includes all areas visible to the public, such as street side, entrance, riverbank along sidewalks and around trees, park perimeter, etc. The edge of the park does not have to be trimmed if the mowers can cut to the tree line as closely as possible.

Any and all trash will be removed from the cutting area before mowing or trimming is performed. Mowing should not happen if ruts are left behind from mowers. Mowers must mow at a speed acceptable to the terrain. **Height of the grass should be cut at 3 inches.** Some areas may accept a higher cut than others. For example: an area of property where only parking is expected may be higher than a sports field or special event area. Mow areas as short as possible without endangering grass and leave areas (parking) as high as possible to allow a healthier stand.

Mower discharge must always be turned away from vehicles and pedestrians. Never mow close to occupied areas. The contractor represents the Town of Ashland City, and professionalism is expected at all times. Any complaints should be reported immediately to the Director. Contractor must keep aware of Park activities as to schedule needed cuts so not to interfere with activities. Please do so by contacting the Parks and Recreation Director at 615-792-7553 ext. 5727 or the Fire Department at 615-792-4531 ext. 5230 or Thrive 55+ at 615-792-3629. Inquire about park status with the department when an invoice is delivered for payment. A department representative must sign every invoice before it is taken to City Hall. This is necessary so the department may keep an accurate budget, to acknowledge acceptance of service and keep lines of communication open.

**TOWN OF ASHLAND CITY**

# MOWING AGREEMENT


STATE OF TENNESSEE  
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE  
AFFIDAVIT OF PRIME BIDDER


**NOW COME AFFIANT**, who being duly sworn, deposes and says:

1. He/She is the principal officer for Rotolo Consultants, Inc.  
 \* 38001 Brownsvillage Road, Slidell, LA, 70460 \*  
 NAME OF BIDDER  
 ADDRESS OF BIDDER
2. That the bidding entity has submitted a bid to the Town of Ashland City to the Parks and Recreation Department.
3. That the bidding entity employs at least five (5) employees.
4. That the affidavit certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction refunded to above, a drug free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\*  \*  
AFFIANT

SUBSCRIBED AND SWORN TO before me this 21 day of January 2026

\*  \*  
NOTARY PUBLIC

Mary E. Spears, Notary Public #58914  
My Commission expires with my life

My commission expires \_\_\_\_\_

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.



## MOWING AGREEMENT

It is also the policy of the Town of Ashland City to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants will comply with these policies.

\*  \*

SIGNATURE OF CONTRACTOR

\* Brian Rotolo/CFO \*

PRINTED NAME OF CONTRACTOR

\* 1/21/26 \*

DATE

\* N/A \*

SUB-CONTRACTOR

\* N/A \*

DATE

### APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:

## MOWING AGREEMENT

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

"The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants based on visual observation or surname."

### ETHNICITY:

Hispanic or Latino 63%

Not Hispanic or Latino 37%

### RACE: (Mark one or more)

WHITE 21%

BLACK/AFRICAN AMERICAN 16%

AMERICAN INDIAN 0.1%

ALASKA NATIVE 0%

ASIAN 0.1%

NATIVE AMERICAN 0%

PACIFIC ISLANDER 0%

### GENDER:

MALE 72% FEMALE 28%

## POLICY OF NON-DISCRIMINATION

## MOWING AGREEMENT

The Town of Ashland City does not discriminate based on race, color, religion, national origin, sex, age, or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Violet Black, PO Box 36, Ashland City, Tennessee, 37015, 615-792-4211 Ext 5225**, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988) Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project area, Equal employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

### **LIMITED ENGLISH PROFICIENCY**

TOWN OF ASHLAND CITY, TENNESSEE  
LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

## MOWING AGREEMENT

It is the general policy of The Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff.

These steps are as follows:

1. Employees will have access to "I speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
  - (A) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
  - (B) If the need is oral language services, the supervisor will take the appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
  - (C) The supervisor has an obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her workplace unless it is an emergency.
4. If the need is urgent or Life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

ANY PERSON WHO THINKS THERE HAS BEEN DISCRIMINATION AGAINST HIM/HER BECAUSE OF LEP SHOULD CONTACT VIOLET BLACK, TITLE VI COORDINATOR.

Site ID	Dept. Head	Site Name	Address	Frequency	Start Date	End Date	Service Qty	Mow	Edge	Blow	String Trim Only (Areas)	Mow Height Spec	Additional Notes	Approx. Acres
A	AN	City Hall	405 N Main St	Weekly	3/2/2026	10/31/2026	34	X	X	X	X	4"	Steep grade behind city hall will likely require string trim only for safety reasons unless specialized equipment available; roughly 0.35ac in front and 0.50ac in rear	1.00
B	CW	Fire Station 1	402 N Main St	Weekly	3/2/2026	10/31/2026	34	X	X	X	X	3"	Bottom Retention pond will need to be trimmed.	0.25
C	CW	Fire Station 2	200 Marrowbone Rd	Bi-Weekly	3/2/2026	10/31/2026	17	X	X	X	X	3"	Area on south end of property line remains too wet most of year for ride-on mowers - requires string trim only in that area	2.50
D	AC	Parks Dept / Old Wastewater Treatment Plant	199 Rheas St	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"		1.50
E	CB	Public Works / Police Dept	233 Tennessee Waltz Pkwy	Weekly	3/2/2026	10/31/2026	34	X	X	X				1.00
F	CB	Wastewater Treatment Plant	269 Tennessee Waltz Pkwy	Weekly	3/2/2026	10/31/2026	34	X	X	X				3.50
G	CB	Water Treatment Plant	108 Adkisson St	Weekly	3/2/2026	10/31/2026	34	X	X	X				0.25
H	AC	Riverbluff Park	175 Old Cumberland St	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	19.00
I	TC	Senior Center	104 Ruth Dr	Bi-Weekly	3/2/2026	10/31/2026	17	X	X	X		4"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	0.25
J	AC	Preacher Poole Park - Walking Track	100 Preacher Lane	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	9.50
K	AC	Preacher Poole Park - Tennis Courts	100 Preacher Lane	Weekly	3/2/2026	10/31/2026	34	X	X	X		3"	Several areas remain wet and will likely require string trim only in those areas; specifics to be provided by TAC	5.50
L	CW	Ashland City Lake	N A	Bi-Weekly	3/2/2026	10/31/2026	17	X	X		X	4"	Trim Between Water and mowing once a month	4.00
M	CW	Fire Training Grounds	269 Tennessee Waltz Pkwy	Bi-Weekly	3/2/2026	10/31/2026	17	X	X		X	3"		3.00
N	CB	Burn												

Price Per Out:

D: Parks Dept/Old Wastewater Treatment Plant

\$117.82

E: Public Works / Police Dept

\$80.29

F: Wastewater Treatment Plant

\$247.02

G: Water Treatment Plant

\$67.16

Total Estimated Cost For Mowing: \$95,822.96





ROTOCON-04

LBOURGEOIS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	<b>CONTACT NAME:</b> Linda Bourgeois		
	<b>PHONE (A/C, No, Ext):</b> (504) 229-5274 242199	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> lindabourgeois@worldinsurance.com		
<b>INSURED</b>  Rotolo Consultants, Inc. 38001 Brownsville Rd Slidell, LA 70460-4875	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Arch Specialty Insurance Company</b>		<b>21199</b>
	<b>INSURER B : MS Transverse Specialty Insurance Company</b>		<b>41807</b>
	<b>INSURER C : Harleysville Insurance Company of NY</b>		<b>10674</b>
	<b>INSURER D : Great American E &amp; S Insurance Company</b>		<b>37532</b>
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZAGLB1104202	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ZACAT1206902	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EMR0000085900	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	ZAWCI1058801	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Excess Liability Lay		CRA0000142	1/1/2026	1/1/2027	Ea Occ/Aggregate 3,000,000
D	<input checked="" type="checkbox"/> Pollution/Profession		PCM E566047 05	7/1/2025	7/1/2026	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EXCESS POLICIES FOLLOW FORM IN RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION.

Total Excess Limits: \$6,000,000 - General Liability/Employers Liability  
\$9,000,000 - Commercial Automobile Liability

MS Transverse insurance Company Policy Term: 08/31/2025-2026 Policy # EM0000085900 \$5,000,000 Limit Excess of:

- General Liability Arch Ins. Co. Policy # ZAGLB1104201 \$1,000,000 Limit
- Commercial Auto Liability Arch Ins. Co. Policy # ZACAT1206901 \$1,000,000 Limit
- Commercial Excess Auto Liability Harleysville Insurance Co. Policy # CRA000142 \$3,000,000 Limit

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\*\* SAMPLE \*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



ROTOLO CONSULTANTS INC.

433261

ID NUMBER: 52297  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2027

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:KERRY ROTOLO  
ROTOLO CONSULTANTS INC.  
38001 BROWNS VILLAGE RD  
SLIDELL, LA 70460

# State of Tennessee

453261

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
ROTOLO CONSULTANTS INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 52297  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2027  
\$1,500,000.00; BC-24; BC-26; BC-28; BC-29; BC-33



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

\$1,500,000.00; BC-24; BC-26; BC-28; BC-29; BC-33



Mailing Address:

Rotolo Consultants, Inc  
3021 Carrier St  
Memphis TN 38116

Physical Address:

Rotolo Consultants, Inc  
3021 Carrier St  
Memphis TN 38116

This Pesticides Charter license is issued on 07/01/2025 and is conditioned on the faithful observance of the applicable laws and rules of the Tennessee Department of Agriculture.

**Pesticides Charter**

**Expires: 06/30/2027**

**License # 4731**

A handwritten signature in black ink, appearing to read "Charlie Hatcher", written over a horizontal line.

Commissioner Charlie Hatcher, D.V.M.



Rooted in Tradition • Growing the Future

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Rotolo Consultants, Inc.  
[www.RotoloConsultants.com](http://www.RotoloConsultants.com)  
(800) 643-2427





## From Roots to Results: Transforming Landscapes with Excellence and Innovation Since 1978

Since opening our doors as a local plant nursery in 1978, Rotolo Consultants, Inc. (RCI) has been providing clients across the U.S. with full-suite landscape and construction services. Over the years, RCI has grown from a family nursery into a leader in the green industry, known for our commitment to quality, innovation, and customer satisfaction. Our team of skilled professionals brings a wealth of expertise to every project, ensuring that each client's vision and needs are brought to life with precision and care.

Our success is built on strong relationships with our clients coupled with the use of state-of-the-art equipment and the latest industry techniques delivering results that not only meet but exceed our clients' expectations. We pride ourselves on our responsiveness and our ability to tailor our services to the specific needs of each property. RCI is committed to providing exceptional service that supports the visions of our clients.

Our team possesses the ability to handle a diverse range of projects, from large-scale commercial developments and high-end resorts to school districts and municipalities. We maintain 1,000+ properties across the country— and we do it with creativity, passion and integrity. Our full-suite landscape maintenance services include:

- |                                 |                              |                          |
|---------------------------------|------------------------------|--------------------------|
| ✓ Annual Installations          | ✓ Athletic Fields Management | ✓ Landscape Assessments  |
| ✓ Turf Maintenance              | ✓ GIS Mapping                | ✓ Mulching               |
| ✓ Ornamental & Tree Maintenance | ✓ Debris Removal             | ✓ Chemical Application   |
| ✓ Irrigation System Maintenance | ✓ ROW Maintenance            | ✓ Horticultural Services |





## OUR MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

## OUR CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

### Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

### Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

### Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.



45+ years in business.



Recognized as one of the top 20 largest commercial landscape companies in the U.S.



27 operational locations across 8 states.



1,200+ employees



1,000+ landscape maintenance clients



100+ current construction clients



300+ fleet



Over \$20 million in owned equipment



Retention rate of over 95% on existing maintenance clients



## Prepared to Deliver Superior Service, Every Time

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RCI holds professional relationships with industry leaders such as Isuzu, John Deere, and Stihl. Our purchasing power assures government-level pricing structure and “front of the line” ability to secure equipment on short notice. In addition, with **over \$20 million** of owned equipment currently, RCI has the ability to deploy any level of equipment and vehicles required initially to commence operations at any level.

RCI has the ability and proven track record to quickly staff large-scale operations. We hold the philosophy of maintaining “bench strength” management and supervisors at all times in order to absorb the on average **15% year-over-year growth** that we have successfully absorbed over the last decade. Our ongoing internal training system ensures all staff are fully trained on all equipment employed on a job site. With multiple purchasing agents, all necessary stock, supplies, and inventory are identified and in place prior to the start of any project we undertake.

Built within our entire proposal are the staff and equipment to assure a quality project. Historically, we have a **retention rate of over 95%** on existing landscape maintenance clientele. This does not happen by accident but only through proper management and staffing with checks and controls ensuring every team member is held responsible for their area of work.

RCI is also proud of our **300+ fleet** of trucks and numerous large equipment pieces. As proud R&D partners with John Deere and Rain Bird, we serve as strategic account holders for both. RCI remains on the cutting edge of what is happening within the green industry, standing ready to offer our clients superior service.



JOHN DEERE





As a top contractor, we provide full-suite landscape and construction services, including:

## LANDSCAPE MAINTENANCE

- Athletic Fields Management
- Turf Debris Removal
- ROW Maintenance
- Landscape Assessments
- Mulch
- Annuals
- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Chemicals/Horticultural Services

## CONSTRUCTION

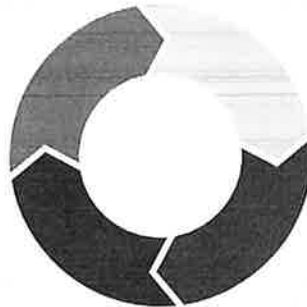
- Hardscape
- Aquatics
- Design & Build
- Lighting
- Erosion Control
- Irrigation
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

## DISASTER RELIEF

- Tree Removal
- Debris Removal
- Landscape, Aquatic, Hardscape Renovation & Emergency Repair
- Labor & Equipment Assists
- Hurricane Relief
- Property Assessments
- Demolition
- Pressure Washing
- Mold Remediation
- Roof Repair

## DESIGN + ASSIST

- Land Planning
- Landscape Architecture
- GIS Mapping & Presentations
- Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design







### ALABAMA

- 📍 Alexander City
- 📍 Birmingham
- 📍 Mobile
- 📍 Tuscaloosa

### FLORIDA

- 📍 Destin
- 📍 Jacksonville
- 📍 Kissimmee
- 📍 Orlando
- 📍 Panama City Beach
- 📍 Tallahassee

### GEORGIA

- 📍 Columbus

### LOUISIANA

- 📍 Alexandria
- 📍 Baton Rouge
- 📍 Lake Charles
- 📍 Lafayette
- 📍 New Orleans
- 📍 Shreveport
- 📍 Slidell

### MISSISSIPPI

- 📍 Biloxi
- 📍 Hattiesburg
- 📍 Jackson

### SOUTH CAROLINA

- 📍 Clemson

### TENNESSEE

- 📍 Memphis
- 📍 Nashville

### TEXAS

- 📍 Austin
- 📍 Houston
- 📍 Sugarland

## 27 Operational Locations

### CONTACT US:

(800) 641-2427

[info@RotoloConsultants.com](mailto:info@RotoloConsultants.com)

[www.RotoloConsultants.com](http://www.RotoloConsultants.com)



## Company Profile: Management Structure & Responsibilities

Role	Primary Focus	Key Responsibilities
<b>Division Manager</b>	Operational leadership and regional oversight	<ul style="list-style-type: none"> <li>• Directs Regional &amp; Area Managers to achieve growth and profitability</li> <li>• Provides overall operational direction, reporting, and budget management</li> <li>• Manages key client relationships and service quality at a regional level</li> <li>• Oversees hiring, training, mentoring, and performance evaluations</li> <li>• Ensures operational alignment with company policies and standards</li> </ul>
<b>Regional Manager</b>	Customer experience and program delivery	<ul style="list-style-type: none"> <li>• Leads customer onboarding, contract reviews, and renewals</li> <li>• Conducts site assessments and audits to maintain standards</li> <li>• Collaborates with clients on enhancement budgets and property improvements</li> <li>• Directs Area Managers to achieve property-level financial goals</li> <li>• Ensures responsive communication and issue resolution</li> </ul>
<b>Area Manager</b>	Daily field operations and crew management	<ul style="list-style-type: none"> <li>• Oversees crews and equipment to optimize service efficiency</li> <li>• Creates and executes property-specific service plans</li> <li>• Directs and supervises daily crew operations and safety</li> <li>• Communicates proactively with clients and Regional Managers</li> <li>• Resolves property issues promptly and enforces quality standards</li> </ul>





### Quality Assurance: Our Commitment to Consistency & Care

At RCI, we are dedicated to ensuring that every property we service receives top-tier care and attention to detail. Our approach to quality assurance focuses on regular monitoring, proactive solutions, and open communication to keep landscapes healthy, beautiful, and functional year-round.

#### Regular Site Inspections

- Our supervisors perform weekly and monthly site inspections, ensuring that all work meets contract standards. During these visits, we assess everything from mowing and pruning to irrigation performance and overall landscape health.

#### Detailed Service Reports

- Using **RCI Service NOW!**, we document every service in real time and provide clients with post-service reports. These reports include task summaries, photos of the serviced landscapes, and notes regarding your property.

#### Proactive Issue Resolution

- Our team is trained to promptly address concerns, ensuring that minor property issues don't escalate into larger problems. Client feedback is integral to this process, and we welcome open dialogue to continuously improve our services.

### Our Promise to Clients

At RCI, client satisfaction is our driving force. We build strong relationships by being available, responsive, and open in our communication. We see ourselves as partners in the care of your property, and we are committed to ensuring your experience with RCI is exceptional at every level. If an issue arises, we respond quickly and transparently—working with our clients to resolve it promptly and prevent it from happening again.

### Why It Works

By combining expert oversight, responsive communication, and advanced tracking tools, RCI provides reliable and consistent service that our clients trust. Your satisfaction is at the core of everything we do, and we take pride in delivering landscapes that exceed expectations.



## Operating Procedures: Communication Protocol via RCI Service NOW!

### Simple, Informative Service Updates

Keeping our clients informed is a cornerstone of RCI's approach to landscaping services. The RCI Service NOW! platform is used to record, organize, and share service activity in a consistent, accessible format. This process ensures property and facility managers receive accurate updates, visual documentation, and a complete service history for their sites.

Key Feature	Description
<b>Breakdown of Services Delivered</b>	Includes tasks such as debris or limb removal, mulch application, mowing, edging, and pruning.
<b>Photo Documentation</b>	Visual record of services performed and conditions observed on-site.
<b>Chemical Application Reports</b>	Stored and accessible for compliance, inspections, and facility manager record-keeping.

### How It Works

- **Service Logging:** Site managers enter details of work performed—both routine and specialized—directly into the mobile app during or immediately after service.
- **Photo Capture:** Each visit includes images showing completed work and any areas requiring attention.
- **Automated Reports:** Once data entry is complete, the system generates a PDF service summary and sends it by email to the property or facility manager.
- **Centralized Records:** All reports, including chemical application logs, are stored in a secure database for easy retrieval.



www.RotoloConsultants.com  
Phone: (800) 641-2427

**SERVICE REPORT**

Property Name: GV Montgomery VA Medical Center  
Service Date: 08/03/2025

#### Completed Services

- Turf Mow
- String Trim/Edging
- Blow/Cleanup
- Litter/Debris Removal

#### Notes

Will send our crews back out 8/7 for irrigation check.



Powered by RCI Service NOW! — Ensuring every service is recorded, verified, and accessible when you need it.



### Hiring Approach

Rotolo Consultants, Inc. is a first-tier contractor providing opportunities for industry professionals to learn, grow, and thrive at work. We are positively impacting the commercial landscape industry through dynamic and consistent training and continued education. We focus on having vibrant company to employee relationships. Our recruiting team partners with local colleges and universities to create a pipeline for career placement with industry-relevant graduates. This process includes participation in locally hosted career days, college fairs, and involvement with the National Association of Landscape Professionals (NALP) organization. Following are some specifics relative to our staffing procedures:

#### RCI's Commitment to Employee Screening, Training, & Development

- **Drug Screening:** Initial testing and random checks throughout employment.
- **Motor Vehicle Record Check:** Ensures authorized drivers and assesses employment suitability.
- **E-Verify Compliance:** Fully compliant with E-Verify for employment eligibility verification.
- **New Employee Orientation:** Covers company policy, safety training, benefits, and management structure.
- **Ongoing Training:** Weekly safety meetings and training on equipment operation, chemical handling, vehicle safety, and job-specific hazards.
- **Equipment Training:** Hands-on training with project managers and safety directors ensures mastery and continuous learning in the field.
- **ExakTime:** RCI utilizes this geolocation-based time tracking app, allowing crews to clock in/out via smartphones (even offline), supervisors to manage check-ins and cost codes on-site, and managers to generate reports on job hours, work hours, and productivity.





## RCI Five-Year Safety Performance Overview

Over the past five years, Rotolo Consultants, Inc. (RCI) has demonstrated a consistent commitment to workplace safety, as evidenced by its declining Days Away, Restricted, or Transferred (DART) and Total Case Rate (TCR) metrics. In 2020, RCI reported a DART of 0.53 and a TCR of 0.50, which steadily decreased to 0.41 and 0.40, respectively, in 2021. This downward trend continued into 2022, with DART and TCR improving to 0.23 and 0.20, and reached a five-year low in 2023 at 0.10 for both metrics. Although 2024 reflected a slight increase to a DART of 0.19 and a TCR of 0.20, the organization's performance remains well below industry averages for landscaping and grounds maintenance operations. This trend reflects the effectiveness of RCI's safety protocols, incident prevention measures, and continuous workforce training initiatives, highlighting a sustained culture of safety excellence.

## Lower EMR, Higher Standards

Safety is not just a priority—it's embedded in every aspect of our operations. We are proud to announce our current **Experience Modification Rate (EMR) of 0.65** (effective 07/01/2024). This industry-leading rating is a testament to our proactive safety culture, rigorous training, and unwavering commitment to protecting our team members and clients alike.

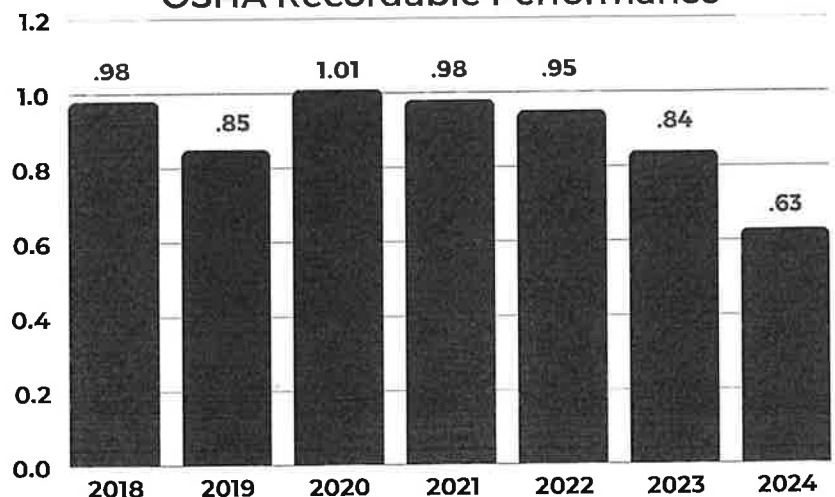
An **EMR of 0.65** signifies a performance well below the industry average of 1.0, directly reflecting our dedication to minimizing workplace injuries and controlling risk. This achievement positions RCI as a trusted partner for clients seeking a safe, efficient, and reliable service provider.

Year	RCI DART	RCI TCR	Industry DART	Industry TCR
2020	0.53	0.5	~2.1*	~3.5*
2021	0.41	0.4		
2022	0.23	0.2		
2023	0.1	0.1		
2024	0.19	0.2		

- DART (Days Away, Restricted, or Transferred rate) measures severe injury cases impacting work.
- TCR (Total Case Rate) accounts for all recordable incidents.

\*U.S. Bureau of Labor Statistics. (2023). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, 2022 (Table 1). U.S. Department of Labor.  
[https://www.bls.gov/iif/oshwc/osh/os/su/mm1\\_00\\_2022.htm](https://www.bls.gov/iif/oshwc/osh/os/su/mm1_00_2022.htm)

## OSHA Recordable Performance







### JDLINK: Smarter Fleet Management



Rotolo Consultants, Inc. (RCI) uses JDLINK, John Deere's advanced telematics solution, to enhance our fleet's performance and reliability. This cutting-edge technology helps us manage our equipment more effectively, ensuring that we deliver contracted services on time and without interruptions.

#### What is JDLINK?

JDLINK is a remote monitoring system that connects us to our equipment, providing real-time insights into machine performance, location, and usage. It empowers us to track and manage our fleet efficiently, whether on-site or remotely.

#### How JDLINK Helps Us:

##### Keeping Equipment Running

- **Remote Diagnostics and Programming:** JDLINK allows for remote diagnostics and troubleshooting. This means we can address issues faster, sometimes before they even become a problem, minimizing downtime.
- **Proactive Maintenance:** Automated maintenance tracking ensures our machines are serviced on schedule, extending their life and maximizing availability.

##### Getting the Job Done

- **Right Machine, Right Place:** JDLINK shows us how our machines are being used so we can make sure they're in the right place and doing the right job.
- **Tracking Locations:** Knowing exactly where our equipment is helps us plan better and respond faster if something comes up.

##### Cost Savings

- **Fuel Efficiency:** By monitoring fuel consumption and idle time, we identify opportunities to reduce waste and operating costs.
- **Theft Prevention:** Geo-fencing and curfew features help us protect our assets and recover equipment quickly if theft occurs.

Using JDLINK means we're better prepared to handle challenges and keep our projects on track. It helps us stay efficient, keep our equipment in good shape, and deliver the quality work our clients expect.





### Commitment to Safe & Sustainable Practices

RCI prioritizes safe, sustainable pest management strategies that protect people, landscapes, and the environment. Our Integrated Pest Management (IPM) approach minimizes chemical use by combining cultural, biological, physical, and chemical controls to manage pests effectively while reducing economic, health, and environmental risks.

This approach ensures:

- Compliance with USDA guidelines and all federal/state regulations.
- Licensed chemical technicians on every property, ensuring region-specific compliance.
- Transparent, documented application practices available for client review.

### IPM Framework at RCI

Method	Purpose
Cultural Practices	Strengthen turf/plant health to reduce vulnerability to pests.
Biological & Genetic Agents	Use natural predators and resistant plant varieties to minimize infestations.
Physical Controls	Utilize barriers, traps, or manual removal where practical.
Selective Chemical Use	Apply pesticides only when necessary, targeting specific threats.

**Result:** Lower long-term maintenance costs, reduced environmental impact, and healthier landscapes.

### Rigorous Compliance & Licensed Expertise

- **Licensed Technicians:** All pesticide applications are conducted by state-licensed commercial chemical applicators.
- **Regional Compliance:** RCI strictly adheres to all local, state, and federal pesticide regulations unique to each region and property under our care.
- **Strict PPE & Label Compliance:** All spray technicians wear protective equipment and follow EPA-approved label instructions.
- **Detailed Recordkeeping:** Clients receive a written record of every pesticide application, including product, rate, location, timing, and justification.
- **Inspection Ready:** Records are maintained for on-demand audits by state and federal agencies.



## Building Expertise & Ensuring Safety

RCI invests heavily in staff development to ensure client confidence and regulatory compliance.

Training Component	Details
Initial Training	Classroom instruction + safety certification prior to field assignment.
One-Year Apprenticeship	Field experience under licensed supervision.
Certification	National Pesticide Applicator Certification Core Manual + state licensure.
Continuing Education	Seminars through cooperative extensions and state agriculture agencies.

## Why This Matters for Clients

- ✓ **Licensed Professionals** – Every application performed by certified chemical technicians.
- ✓ **Regulatory Confidence** – Compliance with the highest federal, state, and property-specific standards.
- ✓ **Sustainability** – Reducing pesticide use through proactive, environmentally sound strategies.
- ✓ **Transparency** – Every application documented, every step accountable.





## Why Choose RCI for Irrigation Management?

Rotolo Consultants, Inc. (RCI) offers best-in-class irrigation system monitoring, installation, maintenance, and repair services to clients. With over 45 years of excellence in landscape and green industry services, RCI has earned a reputation for providing innovative, water-wise, and cost-effective irrigation solutions tailored to meet the specific needs of each property. Our proactive approach ensures that every irrigation system we manage operates at peak efficiency, conserving resources while maintaining the lush, vibrant landscapes our clients desire.

## Key Features of RCI's Irrigation Services

Service Area	What We Deliver	Client Benefit
<b>Proactive Inspections</b>	Scheduled, system-wide inspections to identify issues early	Prevents small issues from escalating into costly failures
<b>Real-Time Resolution</b>	On-call Corporate Irrigation Manager & certified techs	Immediate response minimizes downtime
<b>Advanced Reporting</b>	Performance metrics, maintenance recommendations, and repair summaries	Data-driven decisions for property managers
<b>Water Optimization</b>	Rain Bird IQ & smart monitoring tools	30-50% savings on water usage

## Partner with RCI for Smarter Irrigation Management

From residential developments to large-scale commercial properties, RCI's irrigation programs are designed to deliver measurable value and long-term results. Our certified specialists, proactive management, and advanced monitoring tools position RCI as a trusted partner for cost-effective, sustainable, and reliable irrigation solutions.



### Client Benefits:

- **Cost Efficiency:** Up to 30–50% reduction in water costs.
- **Reliability:** Proactive inspections prevent costly failures.
- **Sustainability:** Water-wise solutions support environmental goals.
- **Expertise:** Certified specialists deliver measurable results.



## Disaster Relief Services: Emergency Response & Aid In the Wake of Disaster

As a contractor with a proven history of disaster response, Rotolo Consultants, Inc. has extensive experience responding to natural disasters. We even have an entire division dedicated to natural disaster relief.

RCI has the ability to provide immediate assistance and solutions in incredibly overwhelming situations and is typically able to mobilize teams at the same time emergency service vehicles are on the road. We've helped a variety of clients navigate disaster damage, including casinos, large residential complexes, and complete cities. We've also helped various communities recover from hurricanes, tornados, fires, floods, and more. RCI is committed to providing all necessary tools for recovery. We are prepared to handle hazardous materials, monitor debris, and plan pre-events during storm season.

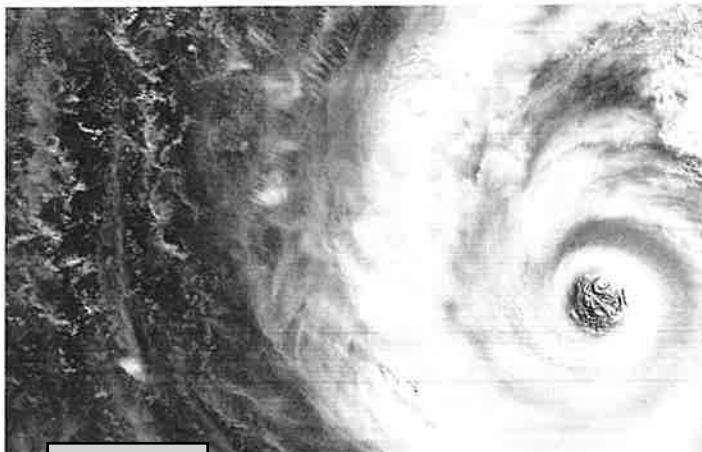
In the wake of disaster, RCI can provide push crews to clear debris, demolition crews, crews to repair or install hardscape features, and landscape repair or redesign. We work with our clients to revert properties to their previous state, providing restorative solutions within clients' budgets.

"We were really impressed with RCI post-hurricane. They were out at Algiers the Thursday right after the hurricane— before we even opened to patients. RCI had outside looking like nothing ever happened before our first patient arrived."

**Sarah Cassanova | Manager  
of Clinic Operations at  
Ochsner Health System**

### Prior Response Projects:

- **Hurricane Ida** - LA & MS
- **Hurricane Laura** - Lake Charles, LA
- **Hurricane Sally** - Gulf Shores, AL
- **Hurricane Delta** - Lake Charles, LA
- **Hurricane Zeta** - Gulf Shore, AL
- **Houston Port Fires** - Houston, TX
- **Hurricane Harvey** - Houston, TX
- **Hurricane Katrina** - LA & MS
- **Hurricane Michael** - FL Panhandle
- **Hurricane Maria** - Puerto Rico
- **Hurricane Florence** - North & South Carolina
- **BP Oil Spill** - MS Gulf Coast & Pensacola, FL
- **Joplin Tornado** - Joplin, MO
- **Omaha Floods** - Omaha, NE
- **ExxonMobil Spill** - Yellowstone River, MT





### Sustainability Efforts and Initiatives

Recognizing the increasing focus on sustainability, RCI actively incorporates environmentally responsible practices into our daily operations. We leverage our equipment to reduce emissions, conserve resources, and minimize our environmental impact, all while delivering the high-quality service you expect.

#### Propane Initiative

- Since 2012, RCI has converted its full maintenance fleet to propane-powered equipment, significantly reducing CO<sub>2</sub> emissions by 13%.
- Propane mowers operate for 6-8 hours on a single tank, improving efficiency while reducing reliance on traditional fossil fuels.

#### Efficient Equipment Maintenance

- Routine maintenance ensures equipment operates at peak efficiency, reducing fuel consumption and emissions.
- Prolonging equipment lifespan through proactive care helps reduce waste and the need for replacements.

#### Noise and Community Impact

- Battery-powered equipment reduces noise pollution, making our operations more suitable for sensitive environments such as schools.

#### Smart Irrigation Technology

- Advanced irrigation systems, like Rain Bird IQ, are used to conserve water by adjusting to weather conditions and delivering precise irrigation.
- These systems prevent overwatering and reduce overall water usage.



*At RCI, sustainability is not just a commitment—it's an ongoing effort to innovate and implement environmentally responsible solutions. By continuously evaluating and enhancing our practices, we strive to set new landscaping standards while delivering exceptional service to our clients.*





Additional Materials:  
Visit Our Website

To explore recent project highlights, company news,  
and ongoing developments at RCI, please visit our  
website:



**Plant Talk with RCI's Horticulturist,  
Russell Harris**

Join us for a special Plant Talk with RCI's Horticulturist, Russell Harris. In this episode, we discuss the importance of proper plant selection and care, as well as the latest trends in landscape design.



**Celebrating Earth Day and Arbor Day**

Join us for a special Earth Day and Arbor Day celebration. We will be planting a variety of trees and shrubs on our property, and we invite you to join us for this special event.



**Transforming LSU's Aquatic Facilities**

Join us for a special tour of the newly transformed LSU Aquatic Facilities. We will be showcasing the latest in aquatic design and construction, as well as the beautiful landscaping that surrounds the facility.



**Luxury Meets Landscape: Four  
Seasons Hotel New Orleans**

Join us for a special tour of the newly opened Four Seasons Hotel New Orleans. We will be showcasing the beautiful landscaping and outdoor spaces that make this hotel a truly luxurious destination.



**Get to Know Your RCI Landscape  
Designers: Manny Lopez and Allen  
Worthington**

Join us for a special Q&A session with RCI Landscape Designers Manny Lopez and Allen Worthington. In this episode, we discuss the importance of proper landscape design and the latest trends in the industry.



**Why Hiring a Landscape Architect is  
Essential for Your Commercial or  
Public Space**

Join us for a special discussion on why hiring a landscape architect is essential for your commercial or public space. We will be discussing the benefits of professional design and the importance of proper site planning.



**Transforming Your Commercial  
Properties with Beautiful and  
Functional Hardscapes**

Join us for a special discussion on how to transform your commercial properties with beautiful and functional hardscapes. We will be discussing the latest trends in hardscape design and the importance of proper installation.



**The Benefits of Smart Irrigation in  
Commercial Landscaping**

Join us for a special discussion on the benefits of smart irrigation in commercial landscaping. We will be discussing the latest technology in irrigation systems and how they can help you save money and water.



**Behind the Design: Q&A with RCI's  
Landscape Architects**

Join us for a special Q&A session with RCI's Landscape Architects. In this episode, we discuss the importance of proper landscape design and the latest trends in the industry.



**Celebrating Landscape Architecture  
Month at RCI: Insights from Gene  
Peters, Director of Landscape  
Architecture**

Join us for a special discussion with Gene Peters, Director of Landscape Architecture at RCI. In this episode, we discuss the importance of landscape architecture and the latest trends in the industry.



**Complicated in the Big Easy**

Join us for a special discussion on the challenges of landscape architecture in the Big Easy. We will be discussing the latest trends in the industry and the importance of proper site planning.



**Did you know that May is National  
ALS Awareness Month?**

Join us for a special discussion on the importance of National ALS Awareness Month. We will be discussing the latest trends in the industry and the importance of proper site planning.



## The Right People. The Right Attitude. The RCI Difference.

RCI has always operated under the philosophy that we must expect more from ourselves than any client ever would. We know from the start what a truly extraordinary project should look like, and we work tirelessly with our clients to achieve the highest standards.

The Rotolo family has assembled a team that shares our passion for providing the best possible service. When we hire, we are not just looking for the right experience or the right skill set. We are looking for the right attitude. The result: Our team members are willing to put in the hard work and long hours needed to deliver the highest level of quality on remarkably complex projects under the most demanding schedules. Thanks to this dedication, our clients come back to us again and again.

What we have done for our clients, we can do for you. There is an art to creating a stunning outdoor environment - just as there is an art to building a dedicated, expert team with the skills and drive to deliver a flawless finished product.

We place the highest priority on attracting and hiring the very best people to serve you. While many of our core employees have been with us for years, we actively recruit and hire fresh talent - whether it is the bright new college graduate or someone with 30 years experience. Above all, we look for an enthusiastic, determined outlook. We know that with the right attitude, we can accomplish anything for you!





## KEY PERSONNEL: YOUR ACCOUNT REPRESENTATIVE

Your designated **Account Representative** for client relations, support services, and inquiries will be:

### Chris Gonda

Corporate Strategist

**Phone:** (800) 641-2427, Ext. 178

**Cell:** (985) 445-8322

**Email:** Cgonda@rotoloconsultants.com



Chris Gonda is a client relationship management professional with over a decade of experience driving business strategy, operations, and team development. A U.S. Army veteran with a strong foundation in leadership, strategic planning, and problem-solving, he is adept at navigating high-pressure environments while maintaining a focus on efficiency and results. He has a proven track record in fostering client relationships, implementing value-focused engagement, and stakeholder collaboration. Chris is committed to building lasting partnerships with RCI's clients, serving as a trusted advisor to drive mutual success and long-term growth.



## **LASER SHOW/PRODUCTION CONTRACT**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of January 2026, by and between **Laser Encore, Inc.**, located at 14210 10<sup>th</sup> St. N. Stillwater MN 55082 and **Town of Ashland City** hereinafter referred to as **CLIENT**, located at 233 Tennessee Waltz Parkway Suite 103 Ashland, TN 37015.

### **IT IS MUTUALLY AGREED BETWEEN THE ABOVE SAID PARTIES AS FOLLOWS:**

#### **1. LASER SHOW/PRODUCTION:**

- 1.1 *Location(s)*: The laser show will be held outdoors at Ashland, TN
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: June 5, 2026.
- 1.3 *Type of Show(s)*: 20-minute outdoor laser show with full-color laser aerial beam effects all choreographed to music.

#### **2. LASER ENCORE'S OBLIGATIONS.**

- 2.1 *Operations*: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.
- 2.2 *Safety*: Laser Encore is required to and shall comply with all Center for Devices and Radiological Health safety regulations, as well as all federal, state, local and municipal radiological health safety regulations controlling the operation of laser light shows. Laser Encore is also required to and shall comply with all Federal Aviation Administration regulations for all outdoor displays. Laser Encore shall not be held liable by CLIENT, its owners, officers, members, employees, affiliates, associations, or entities, in any way whatsoever, nor shall it sustain any loss of contracted costs as specified in this Contract, with regard to any directives, restrictions, and/or instructions imposed by said government agencies, or should client sustain losses because of governmental actions.

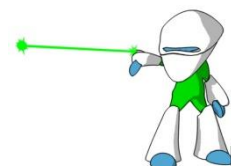
#### **3. CLIENT'S OBLIGATIONS.**

- 3.1 *Operations*: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:

- (a) Electricity; (8) 20 amp, 120v circuits or 20kW generator

- 3.2 *Set Up Time*: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.

- 3.3 *Safety*: CLIENT is responsible for providing security at all times, including set up and during the shows to ensure a clear and safe projection area.



**Town of Ashland City, CONTRACT (Cont'd.)**

**4. TERMS AND CONDITIONS:**

4.1 *Term:* The term of this AGREEMENT shall begin on the day of signing this AGREEMENT and shall run through the date of the final payment. If, before the date of any scheduled laser show/production, it is found that CLIENT has not fully performed its obligations under the terms of this AGREEMENT or that the financial credit of the CLIENT has been impaired in a material way, Laser Encore may cancel this AGREEMENT at any time and in either event, CLIENT shall be liable to Laser Encore for all damages incurred thereby, in addition to the compensation specified herein.

4.2 *Cost:* \$9,000.00\*

\*Cost includes all necessary laser equipment, labor, travel and production expenses.

\*Cost does not include power or venue expenses which are the responsibility of the CLIENT (as specified herein in Section 3.1).

4.3 *Payment:* All payments shall be paid by CLIENT to and in the name of Laser Encore, Inc., in the form of a business check, cashier's check, money order or cash.

4.4 *Down Payment:* \$4,500.00 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than May 5, 2026.

4.5 *Balance:* \$4,500.00 shall be paid by CLIENT, to and received by Laser Encore not later than June 5, 2026.

4.6 *Late Payments:* In the event that payments are not received within the specified dates, then payment(s) shall bear an interest rate of eighteen percent (18%) per annum, compounded monthly, until such funds are paid.

4.7 *Cancellation Fee:* In the event CLIENT cancels said laser light show(s), Laser Encore shall be entitled to amounts specified in Paragraph 4, subdivision 4.4 (down payments), plus any and all incurred attorney/collection fees.

**5.0 COPYRIGHTS.**

5.1 Laser Encore retains all copyrights for its productions.

**6.0 INDEMNITY.**

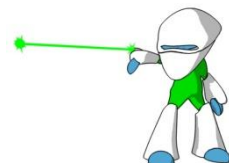
6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's breach under this Agreement or the indemnifying party's actual negligence or malfeasance as allowed by law.

**7.0 SEVERABILITY.**

7.1 If any part of this Agreement shall be determined to be void, voidable, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**8.0 JURISDICTION.**

8.1 Any action arising from or relating to this Agreement (including enforcement of any provision of this Agreement) shall be venued in any applicable state or federal court in the State of Minnesota, and the parties hereby consent to the personal jurisdiction of said court. Any party seeking enforcement of the Agreement shall be entitled, if successful in enforcing the Agreement, to award of all costs, fees, and expenses, including attorney's fees incurred in enforcing the Agreement.



**Town of Ashland City, CONTRACT (Cont'd.)**

**9.0 COUNTERPARTS.**

9.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which when taken together shall constitute one and the same instrument.

**10. SCANNED SIGNATURES.**

10.1 Electronically scanned copies of signatures sufficient to fully execute this Agreement, including counterpart signatures, shall have the same force as an original signature.

**11. COOPERATION.**

Each party to this Agreement agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate this Agreement.

THIS AGREEMENT is the whole agreement of the parties above named. No representation, inducement, or agreement has been given by one to the other to enter into this AGREEMENT other than expressly set forth herein. This AGREEMENT shall not be altered, modified or amended except in writing by a duly authorized officer of each party.

**IN WITNESS WHEREOF**, the parties hereunto set their names on the day and in the year first above written.

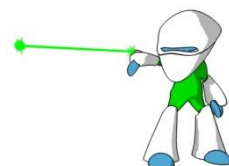
**Town of Ashland City**

By: \_\_\_\_\_  
SIGNATURE AND TITLE

**LASER ENCORE, INC.**

By: \_\_\_\_\_  
Robert Teorey, CEO

PAGE 3 OF 3





# RESOLUTION NO. 2026-08

## **A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE AUTHORIZING A GRANT AMENDMENT TO THE GRANT AGREEMENT (TRACKING NUMBER 33501-2648339) BETWEEN THE TOWN OF ASHLAND CITY AND THE STATE OF TENNESSEE, DEPARTMENT OF COMMERCE AND INSURANCE**

**WHEREAS** the Town of Ashland City previously entered into a grant agreement with the State of Tennessee, Department of Commerce and Insurance for a **Cost Sharing – Recruitment Grant** in the amount of **\$100,000.00**, which is a **no-match grant**; and

**WHEREAS** the State of Tennessee, Department of Commerce and Insurance has requested amendments to specific sections of the grant contract; and

**WHEREAS** **Grant Contract Section C.5** is to be deleted in its entirety and replaced with revised invoice requirements; and

**WHEREAS** **Grant Contract Section D.8** is to be deleted in its entirety and replaced with updated communication and contact information requirements; and

**WHEREAS** the Town of Ashland City agrees to the proposed amendments and finds them to be in the best interest of the Town.

### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, THAT:**

1. **Grant Contract Section C.5** is hereby deleted in its entirety and replaced with the revised invoice requirements.
2. **Grant Contract Section D.8** is hereby deleted in its entirety and replaced with the updated communication and contact information requirements.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.


ADOPTED on this 10th day of February 2026.

---

MAYOR GERALD C. GREER

---

CITY RECORDER, MARY MOLEPSKE

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
<b>Agency Tracking #</b> 33501-2648339		<b>Edison ID</b> Non-Edison Contract 77833-26		<b>Contract #</b> Non-Edison Contract 77833-26	
				<b>Amendment #</b> 5	
<b>Contractor Legal Entity Name</b> Town of Ashland City					<b>Edison Vendor ID</b> 0000001534
<b>Amendment Purpose &amp; Effect(s)</b> To change the State's contact information in Contract Section C.5., Invoice Requirements, and in Section D.8., Communications, and to update Grant Contract Attachment A, Grant Budget.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				<b>End Date:</b> March 19, 2029	
<b>TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):</b> <span style="float: right;"><b>\$ 0.00</b></span>					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2024	\$16,666.66				\$16,666.66
2025	\$16,666.66				\$16,666.66
2026	\$16,666.66				\$16,666.66
2027	\$16,666.66				\$16,666.66
2028	\$16,666.68				\$16,666.68
2029	\$16,666.68				\$16,666.68
<b>TOTAL:</b>	<b>\$100,000.00</b>				<b>\$100,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

## AMENDMENT FIVE OF CONTRACT 77833-26

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section C.5. is deleted in its entirety and replaced with the following:

- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing - Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

Executive Secretary, POST Commission  
3025 Lebanon Pike  
Nashville, TN 37214  
[POST.grants@tn.gov](mailto:POST.grants@tn.gov)

- a. Each Cost Sharing - Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Grantee Name.
- (2) Name and Signature of the Grantee's Chief.
- (3) The Invoice Date.
- (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
  - i. Officer Name;
  - ii. Officer PSID;
  - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
  - iv. The officer's start date with Grantee on Grantee's active roster;
  - v. The date on which the officer met a Longevity Milestone; and
  - vi. The Longevity Milestone that the officer has met.

- b. The Grantee understands and agrees to all of the following:

- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:

- (1) Grantee's Edison ID;
- (2) Contract Number (assigned by the State);
- (3) Invoice Number (assigned by the State);
- (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
- (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

2. Grant Contract Section D.8. is deleted in its entirety and replaced with the following:

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Executive Secretary, POST Commission  
3025 Lebanon Pike  
Nashville, TN 37214  
[POST.grants@tn.gov](mailto:POST.grants@tn.gov)

The Grantee:

Charles McEachron, Detective/GDI  
Town of Ashland City/Ashland City Police Department  
233 Tennessee Waltz Parkway  
Ashland City, TN 37015  
Email [charles.mceachron@ashlandcitytn.gov](mailto:charles.mceachron@ashlandcitytn.gov)  
Telephone 615-792-5618

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

3. Grant Contract Attachment A (Grant Budget) is deleted in its entirety and replaced with the new Attachment A (Grant Budget) attached hereto.

**Required Approvals.** The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

**Amendment Effective Date.** The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

---

**GRANTEE SIGNATURE**

---

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**DEPARTMENT OF COMMERCE AND INSURANCE:**

---

**CARTER LAWRENCE, COMMISSIONER**

---

**DATE**

**ATTACHMENT A**

<b>GRANT BUDGET</b>				
Town of Ashland City/Ashland City Police Department				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
<b>Applicable</b>				
<b>Period:</b> BEGIN: September 1, 2023 END: March 19, 2029				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$100,000.00	0.00	\$100,000.00
25	<b>GRAND TOTAL</b>	<b>\$100,000.00</b>	<b>0.00</b>	<b>\$100,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to the Grantee to make bonus payments to Eligible Officers	\$100,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>

# RESOLUTION NO. 2026-09

## **A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE AUTHORIZING AN AMENDMENT TO THE GRANT CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING AND THE TOWN OF ASHLAND CITY (TRACKING NUMBER 34401-99566-116)**

**WHEREAS** the Town of Ashland City previously entered into a grant contract with the Tennessee Department of Disability and Aging, identified by **Tracking Number 34401-99566-116**, in the original amount of **\$30,000.00**, which is a no match grant; and;

**WHEREAS** the Town of Ashland City has been awarded an **additional \$8,857.00**, increasing the total grant award to **\$38,857.00**; and

**WHEREAS** the Department of Disability and Aging has requested amendments to specific sections and attachments of the grant contract; and

**WHEREAS** **Grant Contract Section C.1** is to be deleted in its entirety and replaced with updated maximum liability information; and

**WHEREAS** **Grant Attachment A** is to be deleted in its entirety and replaced with a new Attachment A document reflecting required approvals and the amendment effective date; and

**WHEREAS** the Mayor and Council find that approving this amendment is in the best interest of the Town of Ashland City.

### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, THAT:**

1. **Grant Contract Section C.1** is hereby deleted in its entirety and replaced with updated maximum liability language as provided by the Tennessee Department of Disability and Aging.
2. **Grant Attachment A** is hereby deleted in its entirety and replaced with a new Attachment A document that includes all required approvals and the amendment effective date.
3. The original grant award of **\$30,000.00** is hereby amended by an additional **\$8,857.00**, resulting in a new total grant award amount of **\$38,857.00**.
4. The Mayor is hereby authorized to execute the grant amendment and any related documents necessary to effectuate the intent of this resolution.

ADOPTED this 10th day of February 2026.

---

MAYOR, GERALD C. GREER

---

CITY RECORDER, MARY MOLEPSKE





## GRANT AMENDMENT

<b>Agency Tracking #</b> 34401-99566-116	<b>Edison ID</b> 87339	<b>Contract #</b> 00000000000000087339	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Town of Ashland City			<b>Edison Vendor ID</b> 0000001534		
<b>Amendment Purpose &amp; Effect(s)</b> Update Maximum Liability; Update Attachment A					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> March 31, 2027			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>+\$ 8857</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2026	\$18,285.65				\$18,285.65
2027	\$20,571.35				\$20,571.35
<b>TOTAL:</b>	<b>\$38,857.00</b>				<b>\$38,857.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
<b>David Comm</b> Digitally signed by David Comm Date: 2026.01.09 18:04:18 -06'00'			<b>CPO USE</b>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT ONE  
OF GRANT CONTRACT 87339 (Tracking ID: 34401-99566-116)**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-Eight Thousand Eight Hundred and Fifty Seven Dollars (\$38,857.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF DISABILITY AND AGING:**

---

**BRAD TURNER, COMMISSIONER**

**DATE**

**ATTACHMENT A**  
**Page 1**

<b>GRANT BUDGET</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b> <b>Applicable</b> <b>Period:</b> <b>BEGIN: 12/1/2025</b> <b>END: March 31, 2027</b>				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award <sup>2</sup>	\$38,857.00	\$0.00	\$38,857.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	\$38,857.00	<b>0.00</b>	\$38,857.00

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A**  
**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$38,857.00
<b>TOTAL</b>	<b>\$38,857.00</b>

## **RESOLUTION NO. 2026-13**

### **A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE APPROVING WORK AT THRIVE 55+ SENIOR CENTER USING THE DEPARTMENT OF DISABILITY AND AGING GRANT (34401-99475-33) ISSUED IN 2024.**

**WHEREAS** the Town of Ashland City was awarded the Department of Disability and aging Grant (34401-99475-33) in the amount of \$ 65,000.00 (Sixty-Five Thousand Dollars) and the term of this grant was from November 1, 2024, through March 31, 2026; and

**WHEREAS** the Town of Ashland City has had some of the work completed (Floors and Painting); and

**WHEREAS** the Town of Ashland City wishes to use the remaining \$ 29,000.00 (Twenty-Nine Thousand Dollars) to get new entry doors; and

**WHEREAS** the Town of Ashland City has received two quotes for the doors; and the director Tammy Carter could not get a third quote and would like Council approval to move forward with 2 quotes and documentation (attached) of not receiving the third quote.

### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, THAT:**

1. The Town of Ashland City was awarded the Department of Disability and aging Grant (34401-99475-33) in the amount of \$ 65,000.00 (Sixty-Five Thousand Dollars). the term of this grant was from November 1, 2024, through March 31, 2026; and
2. We have had some of the work completed (Floors and Painting). The Town of Ashland City wishes to use the remaining \$ 29,000.00 (Twenty-Nine Thousand Dollars) to get new entry doors, the director Tammy Carter could not get a third quote and would like Council approval to move forward with 2 quotes and documentation (attached) of not receiving the third quote.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

ADOPTED on this 10th day of February 2026.

\_\_\_\_\_  
\_\_\_\_\_  
CITY RECORDER, MARY MOLEPSKE

MAYOR GERALD C. GREER



ARCHITECTURAL DOOR & HARDWARE

12021 Volunteer Blvd.  
Mt. Juliet, TN 37122  
Tel: 615-622-5777

## Quote

Quote # : **437505**  
Quote Date : **Apr 1, 2024**  
Expiration Date : **May 31, 2024**

Customer:

Cash Sale-NASHVILLE-COD  
12021 Volunteer Blvd  
Mt. Juliet, TN 37122

Ship To:

Thrive 55+ Center  
104 Ruth Drive  
Ashland City, TN 37015

Account Code : 21406  
Terms : CASH  
Customer Job # :  
Salesperson : Ben Mitzelfeld  
Order Name : Thrive 55+ Center front doors

Purchase Order # :  
Shipped Via : Maintenance

Gena Batts  
615-792-3629

Quote is to furnish and replace doors but reuse existing panic hardware. Included in new doors are new lite kits and glass as well as new astragals to go between the doors and keep bugs/ unwanted weather conditions out.

**Qty Product Description**

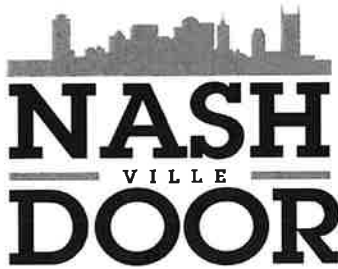
- 2 HMD LP 18 A60 3070 F PG 1 3/4 (SH G/FG INSTALL; SH PR3)
- 6 Hinges MPB79 4 1/2 x 4 1/2 NRP FTMS FWS 26D
- 2 Lite Kit 24" X 60" LT-B1 LITE KIT Gray Primed
- 2 Weatherstrip 18041 WSPNB 84"
- 2 Weatherstrip 18041 CNB 84"
- 2 23" x 59" 1/4" clear tempered glass
- 1 Labor to Install

Pre-Tax Total : 4,281.40  
TNX00 - TN Exempt - Gov : 0.00  
**Quote Total : 4,281.40**



## Nashville Door Closer Service

2301 Cruzen St  
Nashville TN 37211  
Phone: 615-297-3749  
Fax: 615-297-5913



## SERVICE QUOTE

DATE

3/25/2024

INVOICE #

0000104085

New quote  
6/13/25

### BILL TO:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

### JOB LOCATION:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor and materials provided to replace hollow metal doors with storefront door and frame. New materials include: 1- 4070 Aluminum storefront door with wide stiles, 10" bottom rail, clear tempered glass, clear anodized metal 1- 4070 Storefront frame LH 2- Sidelight window unit to fit opening 2- Clear tempered glass unit for window 1- Aluminum door sweep 48" AL 1- 4k Low energy auto operator 51" Clear LH 1- Wireless actuator package 1- Surface mounted electric strike 1- 1790 Rim exit device 48" AL 1- 10" Tubular pull handle AL 1- IC rim housing Please note any drywall or trim work needed upon completion of installation is to be done by others	12,986.00	12,986.00	
TOTAL				\$12,986.00

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.

NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.

BY SIGNING THIS FORM YOU AGREE TO PROCEED WITH ABOVE QUOTATION

Thank You

# Nashville Door Closer Service

2301 Cruzen St

Nashville TN 37211

Phone: 615-297-3749

Fax: 615-297-5913



## SERVICE QUOTE

DATE

3/25/2024

INVOICE #

0000104085

### BILL TO:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

### JOB LOCATION:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor and materials provided to replace hollow metal doors with storefront door and frame. New materials include: 1- 4070 Aluminum storefront door with wide stiles, 10" bottom rail, clear tempered glass, clear anodized metal 1- 4070 Storefront frame LH 2- Sidelight window unit to fit opening 2- Clear tempered glass unit for window 1- Aluminum door sweep 48" AL 1- 4k Low energy auto operator 51" Clear LH 1- Wireless actuator package 1- Surface mounted electric strike 1- 1790 Rim exit device 48" AL 1- 10" Tubular pull handle AL 1- IC rim housing Please note any drywall or trim work needed upon completion of installation is to be done by others	11,595.00	11,595.00	
TOTAL				\$11,595.00

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.

NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.



# PROPOSAL

1-800-698-6783

To Town of Ashland City 233 Tennessee Waltz Parkway Ashland City, TN 37015	Site Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015	Date Jul 29, 2025
ATTN:		
Ref # Q-03749	Phone 615-792-3629	Job Phone 615-792-3629
Customer PO #	Fax	

In accordance with the terms and conditions stated online at [Customer Terms and Conditions](#), we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

Two (2) new **Glass and Aluminum Storefront Doors** for the existing opening with the following benefits:

- **Narrow Stiles and Rail for Full View**
  - **Clear Aluminum or Bronze Anodized Finish Door(s) for Corrosion Resistance**
  - **New Deadbolt lock with Lock Indicator and Cylinder Guard**
  - **New Keyed Cylinders on interior and exterior for security**
  - **New Panic Device Hardware**
  - **Simultaneous Low Energy Operators**
- Meets stringent requirements of ANSI 156.10, ANSI 156.19, and UL325
  - Ideal operator for ADA-compliant entrance applications
  - Meets requirements of normal pedestrian door in the building up to 48" wide
  - Door control switches mounted on operator ON/OFF/HOLD OPEN
  - Multi gear, easy opening action is ultra-quiet and is perfect for noise-sensitive areas
  - Narrow or fine headers blend with door and framing
  - State of the art system and is environmentally friendly
  - Built in electrified hardware circuit for seamless security/access control integration
  - Designed to close and latch door in case of power loss
  - Electrical hook-up into existing dedicated power source (provided by others)
- **10" Bottom Rails for Wheelchair Access Compliance**
  - **Clear or Tinted Tempered Glass secured by new glass stops**

We will secure the new door(s) into place, align for proper clearance, lubricate all moving parts, adjust the closing speed, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

**FOR THE TOTAL NET SUM OF.....\$29,633.30**

Please note this bid **INCLUDES** the following:

Customer to list days or hours Vortex cannot do the work:	
Payment Terms: 35.00 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. <b>SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.</b> Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
<b>NOTICE TO PROPERTY OWNER:</b> If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
<b>LICENSING:</b> Any questions concerning a contractor may be referred to the state-specific Contractors License Board. All Vortex License details can be found at <a href="http://www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf">www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf</a>	
<b>IMPORTANT:</b> For additional terms, including limitations of warranty and limitations of liability which are part of this proposal and will constitute terms of your contract with Vortex, see <a href="http://www.vortexdoors.com/customer-terms-conditions">www.vortexdoors.com/customer-terms-conditions</a> . Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted Town of Ashland City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By	By Kevin Tobin
Date	Date Jul 29, 2025

VORTEX PROPOSAL

1-800-698-6783

To	Site	Date
Town of Ashland City 233 Tennessee Waltz Parkway Ashland City, TN 37015	Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015	Mar 21, 2024
ATTN:		
Ref # Q-03749	Phone 615-792-3629 Fax	Job Phone 615-792-3629

In accordance with the terms and conditions stated online at [www.vortexdoors.com/terms](http://www.vortexdoors.com/terms), we propose to provide the following doors and / or repair work (hereinafter referred to as the 'Product') on the following terms:

- Meets stringent requirements of ANSI 156.10, ANSI 156.19, and UL325
- Ideal operator for ADA-compliant entrance applications
- Meets requirements of normal pedestrian door in the building up to 48" wide
- Door control switches mounted on operator ON/OFF/HOLD OPEN
- Multi gear, easy opening action is ultra-quiet and is perfect for noise-sensitive areas
- Narrow or fine headers blend with door and framing
- State of the art system and is environmentally friendly
- Built in electrified hardware circuit for seamless security/access control integration
- Designed to close and latch door in case of power loss
- Electrical hook-up into existing dedicated power source (provided by others)

This includes mounting the operator above the door opening, adjustments to the door to meet job site conditions, lubrication of all points of friction, and our exclusive quality assurance and safety check.

Please note this bid INCLUDES the following:

1. Vortex Exclusive three (3) year Limited Warranty.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any new electrical needed for new units.
3. Any finish paint.
4. Prevailing Wage Rates if required are not included unless specified.
5. Any item not called out above.

FOR THE TOTAL NET SUM OF.....\$16,196.81

☐ SIGN\_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: 2]]  
Payment Terms: 35.00 % on deposit. Balance due upon Completion.

by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See [www.vortexdoors.com/terms](http://www.vortexdoors.com/terms) for additional terms, including limitations of warranty and limitations of liability which are part of this agreement and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy. **Sign Here\*** as required by written contract with Customer.

Accepted Town of Astoria City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By [[SSIGN_INPUT ID=3]]	By Kevin Tobin
Date 03/21/2024 [[SSIGN_INPUT ID=4]]	Date Mar 21, 2024



# PROPOSAL

1-800-698-6783

To Town of Ashland City 233 Tennessee Waltz Parkway Ashland City, TN 37015	Site Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015	Date Jul 29, 2025
ATTN:		
Ref # Q-03749	Phone 615-792-3629	Job Phone 615-792-3629
Customer PO #	Fax	

In accordance with the terms and conditions stated online at [Customer Terms and Conditions](#), we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

Two (2) new **Glass and Aluminum Storefront Doors** for the existing opening with the following benefits:

- **Narrow Stiles and Rail for Full View**
  - **Clear Aluminum or Bronze Anodized Finish Door(s) for Corrosion Resistance**
  - **New Deadbolt lock with Lock Indicator and Cylinder Guard**
  - **New Keyed Cylinders on interior and exterior for security**
  - **New Panic Device Hardware**
  - **Simultaneous Low Energy Operators**
- Meets stringent requirements of ANSI 156.10, ANSI 156.19, and UL325
  - Ideal operator for ADA-compliant entrance applications
  - Meets requirements of normal pedestrian door in the building up to 48" wide
  - Door control switches mounted on operator ON/OFF/HOLD OPEN
  - Multi gear, easy opening action is ultra-quiet and is perfect for noise-sensitive areas
  - Narrow or fine headers blend with door and framing
  - State of the art system and is environmentally friendly
  - Built in electrified hardware circuit for seamless security/access control integration
  - Designed to close and latch door in case of power loss
  - Electrical hook-up into existing dedicated power source (provided by others)
- **10" Bottom Rails for Wheelchair Access Compliance**
  - **Clear or Tinted Tempered Glass secured by new glass stops**

We will secure the new door(s) into place, align for proper clearance, lubricate all moving parts, adjust the closing speed, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

**FOR THE TOTAL NET SUM OF.....\$29,633.30**

Quote to have both  
set of doors removed  
and replaced with  
aluminum store front.

Please note this bid **INCLUDES** the following:

[[SSIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: [[SSIGN_INPUT ID=2]]	
Payment Terms: 35.00 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. <b>SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.</b> Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of <u>prevailing wages, if required, unless specifically identified herein.</u>	
<b>NOTICE TO PROPERTY OWNER:</b> If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
<b>LICENSING:</b> Any questions concerning a contractor may be referred to the state-specific Contractors License Board. All Vortex License details can be found at <a href="http://www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf">www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf</a>	
<b>IMPORTANT:</b> For additional terms, including limitations of warranty and limitations of liability which are part of this proposal and will constitute terms of your contract with Vortex, see <a href="http://www.vortexdoors.com/customer-terms-conditions">www.vortexdoors.com/customer-terms-conditions</a> . Customer is added to our General Liability policy as <u>Additional Insured only when required by written contract with Customer.</u>	
Accepted Town of Ashland City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By [[SSIGN_INPUT ID=3]]	By Kevin Tobin
Date [[SSIGN_INPUT ID=4]]	Date Jul 29, 2025





# PROPOSAL

1-800-698-6783

To	Site	Date
Town of Ashland City	Thrive 55+ Ashland City	Jul 29, 2025
233 Tennessee Waltz Parkway	104 Ruth Drive	
Ashland City, TN 37015	Ashland City, TN 37015	

ATTN:

Ref # Q-03749	Phone 615-792-3629	Job Phone 615-792-3629
Customer PO #	Fax	

In accordance with the terms and conditions stated online at [Customer Terms and Conditions](#), we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

1. Vortex Exclusive **three (3) year warranty** on all new material.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid **DOES NOT INCLUDE** the following:

1. Any hidden conditions or damage.
2. Any finish paint or finish work.
3. Prevailing Wage Rates if required are not included unless specified.
4. Any item not called out above.

[[SSIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: [[SSIGN_INPUT ID=2]]	
Payment Terms: 35.00 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. <b>SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.</b> Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
<b>NOTICE TO PROPERTY OWNER:</b> If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
<b>LICENSING:</b> Any questions concerning a contractor may be referred to the state-specific Contractors License Board. All Vortex License details can be found at <a href="http://www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf">www.vortexdoors.com/wp-content/uploads/2025/04/State-Licensing-Information.pdf</a>	
<b>IMPORTANT:</b> For additional terms, including limitations of warranty and limitations of liability which are part of this proposal and will constitute terms of your contract with Vortex, see <a href="http://www.vortexdoors.com/customer-terms-conditions">www.vortexdoors.com/customer-terms-conditions</a> . Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted Town of Ashland City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By [[SSIGN_INPUT ID=3]]	By Kevin Tobin
Date [[SSIGN_INPUT ID=4]]	Date Jul 29, 2025



## Nashville Door Closer Service

2301 Cruzen St

Nashville TN 37211

Phone: 615-297-3749

Fax: 615-297-5913

## SERVICE QUOTE

DATE	INVOICE #
1/14/2026	0000104085



### BILL TO:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

### JOB LOCATION:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor and materials provided to replace hollow metal doors with storefront door and frame. New materials include: 1- 4070 Aluminum storefront door with wide stiles, 10" bottom rail, clear tempered glass, clear anodized metal 1- 4070 Storefront frame LH 2- Sidelight window unit to fit opening 2- Clear tempered glass unit for window 1- Aluminum door sweep 48" AL 1- 4k Low energy auto operator 51" Clear LH 1- Wireless actuator package 1- Surface mounted electric strike 1- 1790 Rim exit device 48" AL 1- 10" Tubular pull handle AL 1- IC rim housing Please note any drywall or trim work needed upon completion of installation is to be done by others	13,885.00	13,885.00	
TOTAL				\$13,885.00

Quotes to remove inside doors and replace just the first set. Will need trim and floor work done after install due to different size door frame.

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.

NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.

BY SIGNING THIS FORM YOU AGREE TO PROCEED WITH ABOVE QUOTATION

*Thank You*

## Nashville Door Closer Service

2301 Cruzen St  
Nashville TN 37211  
Phone: 615-297-3749  
Fax: 615-297-5913

## SERVICE QUOTE

DATE	INVOICE #
1/23/2026	0000104085



### BILL TO:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

### JOB LOCATION:

Thrive 55  
104 Ruth Drive  
Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor provided to remove and haul away interior doors and auto operator. Filling existing hinge pockets. New materials include: 6- Hinge filler	633.00	633.00	
1.00	Labor and materials provided to replace existing doors reusing customer existing frame and auto operator. New materials include: 2- 3070 Undersized width Aluminum storefront door with medium stiles, 10" bottom rail, clear tempered glass, clear anodized metal 2- Full mortise continuous geared hinge AL 2- FC Concealed vertical rod exit device 36"x84" AL with motorized latch retraction 2- 9" Tubular pull handle AL 2- IC Mortise housing AL 2- Aluminum door sweep 36" AL 2- Armored door loop 1- 1/4" Rise aluminum threshold 72" 2- 900 Wireless transmitter 1- 900 Wireless receiver 1- Power supply for exit hardware 1- Relay Please note any drywall or trim work needed upon completion of installation is to be done by others Please note new dual auto operator would be an additional \$5915.	17,167.00	17,167.00	
TOTAL				\$17,800.00

This is the quote and company I would like to go with as they have a plan to help keep from having to do more work to trim and floors after install.

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.

NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.

BY SIGNING THIS FORM YOU AGREE TO PROCEED WITH ABOVE QUOTATION

*Thank You*



Coming <sup>stjude.org/donate today</sup> out either Thursday or Friday  
Door Tech Nashville

615-242-4210

lkennedy@doortechofnashville.com

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Vortex Doors

615-206-7337

↳ previous quote - updating



Judson called these companies back in October.

Door Tech was supposed to come out but we did not see them.

Vortex sent an updated quote.

Jam Door was unable to help with project.

# RESOLUTION NO 2026-10

## A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO OFFICIALLY ADOPT AND RECOGNIZE STREETS WITHIN THE TOWN.

**WHEREAS** the Town of Ashland City maintains, regulates, and provides municipal services to public streets within its corporate limits; and

**WHEREAS** for purposes of official records, planning, maintenance, emergency services, and regulatory consistency, it is necessary to formally adopt and recognize the public streets within the Town; and

**WHEREAS** a comprehensive list of **ninety-eight (98) streets** has been compiled and is attached hereto as **Exhibit A**, which is incorporated by reference as if fully set forth herein; and

**WHEREAS** the Mayor and Council desire to officially adopt and recognize the streets identified in Exhibit A as public streets of the Town of Ashland City.

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

1. The Town of Ashland City hereby officially adopts and recognizes the **ninety-eight (98) streets** listed in **Exhibit A** as public streets within the municipal boundaries of the Town of Ashland City, Tennessee.
2. The streets identified in Exhibit A shall be included in the official records of the Town and recognized for purposes of maintenance, regulation, public safety, planning, and municipal administration.
3. This resolution does not alter existing ownership rights, easements, or maintenance responsibilities unless otherwise provided by law or separate agreement.
4. The City Recorder is hereby authorized to maintain Exhibit A as part of the Town's official records and update the records as necessary upon future lawful adoption of additional streets.

ADOPTED this 10th day of February 2026.

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MAYOR, GERALD C. GREER

---

CITY RECORDER, MARY MOLEPSKE

ADKISSON STREET	CHESTNUT STREET	HIBISCUS DRIVE	OAK STREET	SYCAMORE STREET
ALLENWOOD DRIVE	CLIFTON STREET	HICKORY CIRCLE	OLD CUMBERLAND STREET	STRATTON BOULEVARD
ANNETTE DRIVE	DOTY ROAD	HOLLOWAY DRIVE	OLD HYDES FERRY	THOMPSON ROAD
APRICOT WAY	DUKE STREET	JEFFERSON STREET	OLIVER STREET	TUCKER STREET
ARBOR LOOP	EISENHOWER DRIVE	JUPITOR DRIVE	ORCHARD LANE	TURNER STREET
ASH COURT	ELIZABETH STREET	KAYTE COURT	PATTON COURT	VALLEY VIEW STREET
ASHLAND COURT	ELM STREET EAST	LAKEVIEW DRIVE	PEACH STREET	VANHOOK DRIVE
ASHLAND DRIVE	ELM STREET WEST	LENOX STREET WEST	PEMBERTON LANE	VAUGHN ROAD
ASHTON LANE	FAIRGROUNDS ROAD	LITTLE MARROWBONE ROAD	PLUM DRIVE	VETERANS ROAD
BATSON STREET	FAIRVIEW CIRCLE	LIZZIE RD	POOLE STREET NORTH	VINE STREET
BELL STREET	FORREST STREET	LOWE STREET	POOLE STREET SOUTH	WALNUT STREET
BELLWOOD STREET	GALLAGHER ROAD	MADISON STREET	PREACHER LANE	WASHINGTON STREET
BLUE GRASS DRIVE	GALLAGHER STREET	MAPLE DRIVE	RHEA STREET	WATER STREET
BLUFF VIEW STREET	GEN OAKLY DRIVE	MARABLE STREET	RIVERVIEW LANE	WILLIAMSBURG ROAD
BOWKER STREET	GLORIA CIRCLE	MARROWBONE LANE	RUTH DRIVE	WILLOW STREET
BOYD STREET	GRAHAM ROAD	MARS COURT	SANDY RUN ROAD	
BRINKLEY STREET	HALE STREET	MCQUARRY STREET EAST	SATURN COURT	
BROOK HOLLOW DRIVE	HARPER LANE	MCQUARRY STREET WEST	SHINBONE ALLEY	
BURGER ALLEY	HARRIS STREET	MILLER PLAZA	SKYVIEW DRIVE	
CALDWELL ROAD	HAYWOOD HILLS	MULBERRY STREET	SMITH STREET	
CARLS PLACE	HELEN STREET	NIMITZ DRIVE	SPRING STREET	

# RESOLUTION NO. 2026-11

## A RESOLUTION ESTABLISHING A SPEED LIMIT OF FIFTEEN (15) MILES PER HOUR ON SOUTH POOLE STREET IN THE TOWN OF ASHLAND CITY, TENNESSEE

**WHEREAS** the Mayor and City Council of the Town of Ashland City have the authority to regulate traffic and establish speed limits on municipal streets pursuant to Tennessee law; and

**WHEREAS** concerns have been raised regarding excessive speeding on **South Poole Street**, creating a risk to public safety, property, animals, and pedestrians; and

**WHEREAS** the establishment of a reduced speed limit is necessary to promote the safety and welfare of residents, motorists, and the general public; and

**WHEREAS** the Town desires to formally establish a reduced speed limit and authorize appropriate signage and enforcement.

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

1. The maximum speed limit on **South Poole Street** within the municipal limits of the Town of Ashland City, Tennessee, and is hereby established at **fifteen (15) miles per hour**.
2. The Town's Police Department is authorized to enforce this speed limit in accordance with applicable laws and ordinance # 637.
3. The appropriate Town officials are authorized and directed to install and maintain proper traffic control signage reflecting the established speed limit.
4. This resolution shall take effect immediately upon its adoption and upon the placement of appropriate signage.

ADOPTED this 10th day of February 2026.

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MAYOR, GERALD C. GREER

---

CITY RECORDER, MARY MOLEPSKE

# RESOLUTION NO. 2026-14

## **A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE APPROVING THE VFEAT GRANT AWARD FROM THE TENNESSEE STATE FIRE MARSHAL'S OFFICE OF \$ 35,130.00 WITH NO MATCH.**

**WHEREAS** the Town of Ashland City has been awarded the Volunteer Firefighter Equipment and Training Grant from the Tennessee State Fire Marshal's Office, which is a **no-match grant**; and

**WHEREAS** the Town of Ashland City was determined to have met the mandatory requirement item set forth in the Technical Response and Evaluation guide as requested in the grant; and

**WHEREAS** the grant will detail the items awarded for purchase; and

### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, THAT:**

1. The Town of Ashland City has been awarded the Volunteer Firefighter Equipment and Training Grant from the Tennessee State Fire Marshal's Office, which is a **no-match grant**; and
2. The Grant will detail the items awarded for purchase.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

ADOPTED on this 10th day of February 2026.

---

MAYOR GERALD C. GREER

---

CITY RECORDER, MARY MOLEPSKE



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## Notice of Intent to Award - Ashland City Fire Department

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From Nora Chlum <Nora.Chlum@tn.gov>

Date Tue 1/27/2026 2:17 PM

To Tracey Knack <TKnack@ashlandcitytn.gov>

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.



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

January 27, 2026

Town Of Ashland City  
101 Court St  
Ashland City, TN 37015  
tknack@ashlandcitytn.gov

Re: Volunteer Firefighter Equipment and Training Grant Program Solicitation 33501-262521

Dear Tracey Knack,

Thank you for submitting an application in response to Solicitation 33501-262521 regarding the 2026 Volunteer Firefighter Equipment and Training Grant. The State has completed its evaluation of all applications, and the subject procurement records are open for public inspection. Town Of Ashland City was determined to have met the mandatory requirement items as set forth in the Technical Response and Evaluation Guide of the Solicitation and selected by the grant award selection committee to be considered for award of grant funds in the amount of \$35,130.00.

All selected applicants must have an Edison Supplier ID to receive funds. According to our file, your Edison Supplier ID is 0000001534, and your address is 101 Court St, Ashland City, TN 37015. Should you have any questions related to your Edison Supplier ID or address, please contact Ms. Nora Chlum at [Nora.Chlum@TN.gov](mailto:Nora.Chlum@TN.gov) or (615) 313-4783. Per the Solicitation, if a Respondent does not timely complete all requirements, the State reserves the right to award grant funds to the next-ranked alternate Grantee. **The contract will be sent for signature by email on February 6, 2026. The contract will detail the items awarded for purchase.**

This Notice is NOT an acceptance of any offer, and the State retains the right to reject any application. In accordance with the subject solicitation and Tennessee law, this Notice shall not create any right, interest, entitlement or claim on the part of the above-named or any offeror. No offeror shall acquire any such right unless and until a contract is properly executed and approved, in accordance with applicable Tennessee laws and regulations.

Your interest in the Volunteer Firefighter Equipment and Training Grant Program is sincerely appreciated. We encourage you to respond to future solicitations and contract opportunities with the State of Tennessee. If you have any questions, please contact me at [Allie.Stevens@TN.gov](mailto:Allie.Stevens@TN.gov).

Sincerely,

Allie Stevens  
Associate Counsel

This is **EXHIBIT K**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 31, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No.   4**

**The Effective Date of this Amendment is:**

**Background Data**

Effective Date of Owner-Engineer Agreement: **March 31, 2022**

Owner: Town of Ashland City, Tennessee

Engineer: Civil & Environmental Consultants, Inc.

Project: Contract 321 – Wastewater Treatment Plant

**Nature of Amendment:**

  X   Modifications of payment to Engineer

**Description of Modifications:**

The Final Completion date of 9/10/2025 for the construction contract has been exceeded and CEC has continued to provide Engineering During Construction (engineering) and Resident Project Representative (RPR) services as Reeves-Young construction activities are still underway and are not expected to be completed until June 2026. CEC has budgeted to provide professional services, as needed, through construction completion. This is from 9/11/2025 thru 6/20/2026. CEC has estimated engineering services will be provided for the additional 40 weeks that have been added to the Contractor's contract for Final Completion. See the fee tabulation below.

<b>Estimate Remaining Man-hours and Fee</b>				
<b>Personnel</b>	<b><u>RPR</u></b>	<b><u>Proj. Mgmt</u></b>	<b><u>Principal</u></b>	<b><u>Total</u></b>
Est. Hours	168	84	20	272
Hourly Rate	\$135.00	\$177.00	\$278.00	\$158.50 (avg)
<b>Total Labor</b>	<b>\$22,680.00</b>	<b>\$14,868.00</b>	<b>\$5,560.00</b>	<b>\$43,108.00</b>
Expenses	<u>\$1,050.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,050.00</u>
<b>Total Service Fee</b>	<b>\$23,730.00</b>	<b>\$14,868.00</b>	<b>\$5,560.00</b>	<b>\$44,158.00</b>

RPR services will be provided until Reeves – Young has completed identified punch list items and installed the Owner purchased Belt Filter Press. CEC has anticipated RPR services will be minimal during Q1 of 2026 and RPR services will increase in Q2 once the belt filter press is delivered and ready for installation.

CEC has proposed to provide engineering services through installation of the belt filter press. The previous Amendment 3 was for CEC assist with the procurement of the replacement belt filter press and provide a design to Reeves-Young but did not include review of submittal documents, engineering services during installation of the belt press, and RPR services which are described above.

In summary, the fees requested for the engineering and RPR services are estimated as:

1. Additional RPR Services	\$23,730.00
2. Additional Engineering Services	<u>\$20,428.00</u>
Total	\$44,158.00

The budget for additional services is proposed to be transferred from the Construction Archaeological Observation in the Additional Services category of the engineering agreement and from the remaining contingency within the overall construction budget. A summary of the changes within the engineering agreement and the construction contingency balance is listed below.

Basic Services	Current Budget	Revised Budget	Change
Study – Report Phase	\$100,000	\$100,000	-
Prelim. Design Phase	\$125,000	\$125,000	-
Final Design Phase	\$600,000	\$600,000	-
Bidding and Negotiating Phase	\$52,000	\$52,000	-
Construction Phase	\$228,000	\$228,000	-
Post Construction Phase	\$35,000	\$55,428	\$20,428
Resident Project Representative	\$396,686	\$420,416	\$23,730
Permitting – including Environ & Cultural Resource Study	\$54,000	\$54,000	-
Survey	\$10,000	\$10,000	-
Geotechnical	Ashland City paid Earth Sciences directly		
<b>Basic Services Subtotal</b>	<b>\$1,600,686</b>	<b>\$1,644,844</b>	<b>\$44,158</b>

<b>Additional Services</b>	<b>Current Budget</b>	<b>Revised Budget</b>	<b>Change</b>
Replacement Sludge Press RFQ	\$20,000	\$20,000	-
Construction Archaeological Observation	\$86,000	\$52,488	\$(33,512)
<b>Additional Services Subtotal</b>	<b>\$106,000</b>	<b>\$73,488</b>	<b>\$(33,512)</b>
<b>Other Contractual Items</b>	<b>Current Budget</b>	<b>Revised Budget</b>	<b>Change</b>
Sewer Rehab Services	\$287,854	\$287,854	-
CEC Contribution to Construction Change Order No. 2	(\$224,006)	(\$224,006)	-
<b>Engineering Agreement Total</b>	<b>\$1,770,534</b>	<b>\$1,781,180</b>	<b>\$10,646</b>

There is an adequate balance remaining in the Rural Development Construction Funding Contract which can be transferred to the engineering contract to cover the remaining \$10,646 shown added to the agreement total.

**Agreement Summary:**

Original agreement amount:	\$1,776,540.00
Net change for prior amendments:	\$ (6,006.00)
This amendment amount:	<u>\$ 10,646.00</u>
Adjusted Agreement amount:	\$1,781,180.00

Change in time for services (days or date, as applicable):

This amendment will extend the contract 292 days.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Ashland City, Tennessee

By: \_\_\_\_\_

Print name: Gerald Greer

Title: Mayor

Date Signed: \_\_\_\_\_

ENGINEER:

Civil & Environmental Consultants, Inc.

By: \_\_\_\_\_

Print name: Richard Oakley, P.E.

Title: Principal

Date Signed: 1/28/2026

## CHANGE ORDER NO. 6

Owner:	Town of Ashland City	Owner's Project No.:	
Engineer:	Civil & Environmental Consultants, Inc.	Engineer's Project No.:	190-150
Contractor:	Reeves Young, LLC	Contractor's Project No.:	23701
Project:	Ashland City Wastewater Treatment Plant Construction		
Contract Name:	Contract 321 – Ashland City Wastewater Treatment Plant Construction		
Date Issued:	Effective Date of Change Order:		

The Contract is modified as follows upon execution of this Change Order:

Description: Reeves – Young has submitted a total of two (2) proposed changes to the project scope. See below for the list and full details on each item. American Iron and Steel requirements apply to all proposed changes listed below.

1. Effluent Sampler Pump Location

- a. The effluent sampler feed pump, P-421, was installed and during operation was found to pull in settled solids into the effluent sampler which results in faulty readings for the operators. It is proposed to raise the pump up and install it on a stainless steel stand within the same channel as it currently is. The proposed change will include the cost for piping adjustments and the fabrication of the pump stand. The result will be that the pump operates as intended and does not pull in the settled solids that are at the bottom of the channel. Reeves-Young has prepared a change order for \$1,761.12. CEC recommends acceptance.

2. Gate Access Pad

- a. The security gate at the front of the site was installed with a keycard access pad. Ashland City has requested the access pad be replaced with a keypad operator. Reeves-Young has prepared a change order for \$450.00 for the proposed replacement. CEC recommends acceptance.

Attachments:

- Ashland City WWTP – PCO 038 – Effluent Sampler Pump Location
- Ashland City WWTP – PCO 040 – Gate Access Pad



**Change in Contract Times**  
**[State Contract Times as either a specific date or a number of days]**

<b>Change in Contract Price</b>	
Original Contract Price:	Original Contract Times:
\$ 30,745,000	Substantial Completion: 720 Days
	Ready for final payment: 780 Days
<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. 1 to No. <u>5</u>	<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No.1 to No. <u>5</u>
\$ 431,394.12	Substantial Completion: 64
	Ready for final payment: 394
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 30,313,605.88	Substantial Completion: 784 Days
	Ready for final payment: 1,174 Days
<del>[Increase]</del> <del>[Decrease]</del> this Change Order:	<del>[Increase]</del> <del>[Decrease]</del> this Change Order:
\$ 2,211.12	Substantial Completion: 0 Days
	Ready for final payment: 0 Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 30,315,817.00	Substantial Completion: 784 Days
	Ready for final payment: 1,174 Days

Recommended by Engineer (if required)

By: 

Title: Project Manager

Date: 1/22/2026

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Contractor



Assistant Project Manager

1/28/2026

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Kaleb Huling  
CEC  
117 Seaboard Lane, Suite E-100  
Franklin, TN 37067

Date: 8/26/2025

Subject: PCO 038 – Effluent Sampler Pump Location

Dear Mr. Huling,

This PCO is for the relocation of the effluent sampler pump from the Flume Settling Sump to the Flume Box per your email on 8/22/2025.

This cost is for all associated PVC piping, fittings, and supports to prevent the pump from moving during decant flows, as well as installation labor.

Attached is the cost breakdown and the associated marked up drawings of the proposed location of new pump location.

**Total Additional Cost: \$1,761.12**

**Total Additional Days: 0 days**

Please feel free contact me should you have any questions.  
Sincerely,

Drew Bergstresser  
Assistant Project Manager  
[dbergstresser@reevesyoung.com](mailto:dbergstresser@reevesyoung.com)  
(609) 774-2003

Project: **Ashland City WWTP**  
DATE OF WORK: Ongoing  
DESCRIPTION OF WORK:

PCO# 38 Sheet 1 Of 1

CONTRACTOR: **Reeves Young**

Relocation of Effluent Sampler Pump from Flume Settling Sump to Flume Box

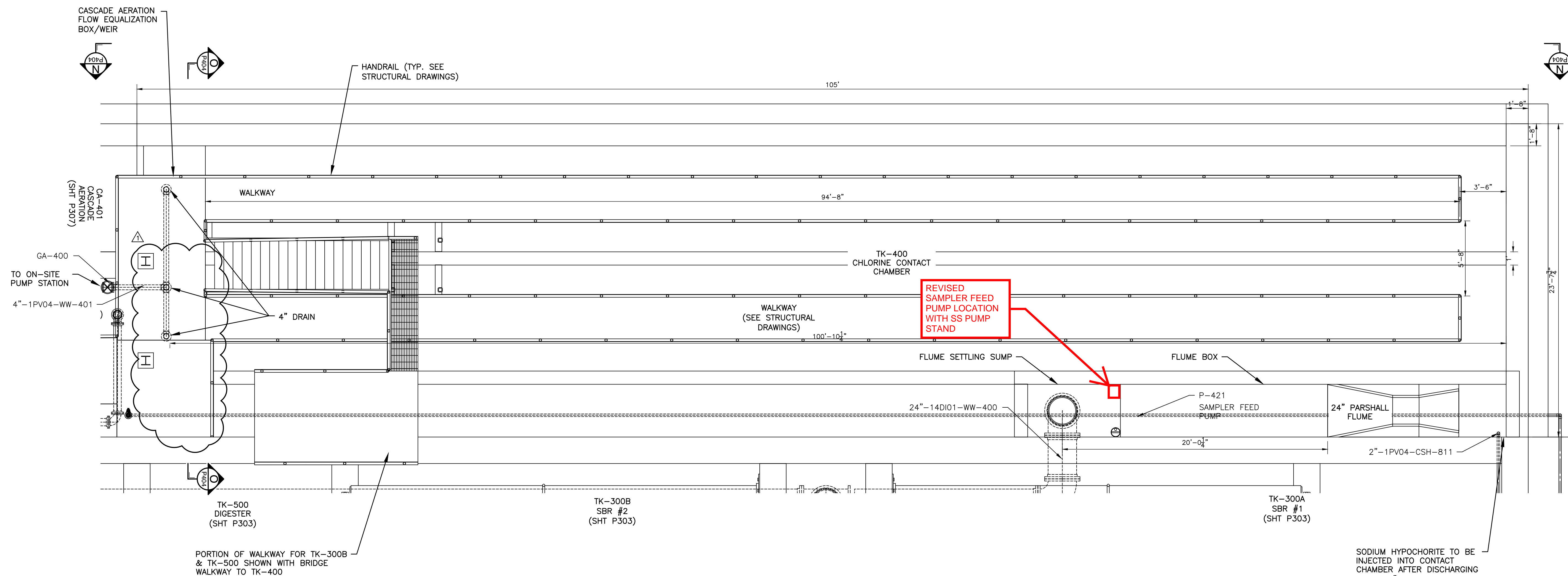
**Reeves Young**

DESCRIPTION	QTY	UM	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		TOTAL
			UNIT RATE	EXT	UNIT	EXT	RATE	EXT.	UNIT RATE	EXT	UNIT RATE	EXT	
Labor/SUB													
Installation Labor (2 guys x 1 Day)	2	LS		\$ -	10	20	50	\$ 1,000.00		\$ -		\$ -	\$ 1,000.00
SUBTOTAL LABOR AND SUB													\$ 1,000.00
Equipment / Materials													
PVC Piping , Fittings & Supports	1	LS	\$ 438.64	\$ 438.64									\$ 438.64
													\$ -
SUBTOTAL EQUIPMENT AND MATERIALS													\$ 438.64
SUBTOTAL 1													\$ 1,438.64
TAX @ 9.75%			\$ 42.77						\$ -				\$ 42.77
Safety & Consumables (5% OF Labor)							\$ 50.00						\$ 50.00
Equipment Fuel & Consumables (35% of Equ)									\$ -				\$ -
SUBTOTAL 2			\$ 481.41		20.00		\$ 1,050.00		\$ -		\$ -		\$ 1,531.41
Ashland City WWTP					OVERHEAD MARK UP ON LABOR, MATERIALS, & EQUIPMENT (15%)								\$ 229.71
					OVERHEAD MARK UP ON SUBCONTRACTOR (5% OF SUBCONTRACTOR)								\$ -
					SUBTOTAL COST								\$ 1,761.12
					BOND & INSURANCE (1.5%)								
					GRAND TOTAL								\$ 1,761.12

Ashland City WWTP



NORTH

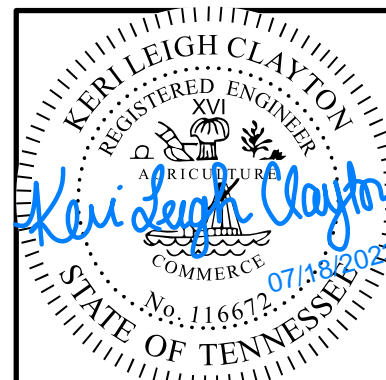


1) SEE STRUCTURAL DRAWINGS FOR  
REINFORCING AND FOUNDATION  
DETAILS OF PROPOSED STRUCTURES

- 2) SEE STRUCTURAL DRAWINGS FOR HANDRAILS, GRATING, AND STAIR DETAILS.

SCALE IN FEET

12" 0' 1' 5' 10'



DRAWING NO.:

## P306

REVISION RECORD		
NO	DATE	DESCRIPTION
0	00/07/2020	ISSUED FOR BID
1	07/10/2020	REVISED VALVE WALK GRATING, WALKWAY AND MATERIAL COLUMN LOCATIONS



**Civil & Environmental Consultants, Inc.**  
117 Seaboard Lane • Suite E-100 • Franklin, TN 37067  
615-333-7797 • 800-763-2326

www.cerinc.com

**TOWN OF ASHLAND CITY  
CONTRACT 321 - WASTEWATER  
TREATMENT PLANT  
SHEATHAM COUNTY, TENNESSEE**

## CHLORINE CONTACT CHAMBER PLAN

DATE:	SEPTEMBER 2022	DRAWN BY:	GND
WG SCALE:	AS SHOWN	CHECKED BY:	KLC
PROJECT NO:	190-150		
APPROVED BY:	RGO		

Kaleb Huling  
CEC  
117 Seaboard Lane, Suite E-100  
Franklin, TN 37067

Date: 10/24/2025

Subject: PCO 040 – Gate Access Pad

Dear Mr. Huling,

This PCO is for the cost associated with the material and installation of a keypad to replace the installed gate access key card reader at the entry gate to the treatment plant. Per conversations the city requires a keypad access control box in lieu of the key card access control box installed and shown on C202 to allow for deliveries and pickups outside of working hours.

**Total Additional Cost: \$450.00**

**Total Additional Days: 0 days**

Please feel free contact me should you have any questions.

Sincerely,

Drew Bergstresser  
Assistant Project Manager  
[dbergstresser@reevesyoung.com](mailto:dbergstresser@reevesyoung.com)  
(609) 774-2003

Project: **Ashland City WWTP**  
DATE OF WORK: Ongoing  
DESCRIPTION OF WORK:

PCO# 40 Sheet 1 Of 1

CONTRACTOR: **Reeves Young**

Replace installed gate access card reader installed at the front gate with a key pad

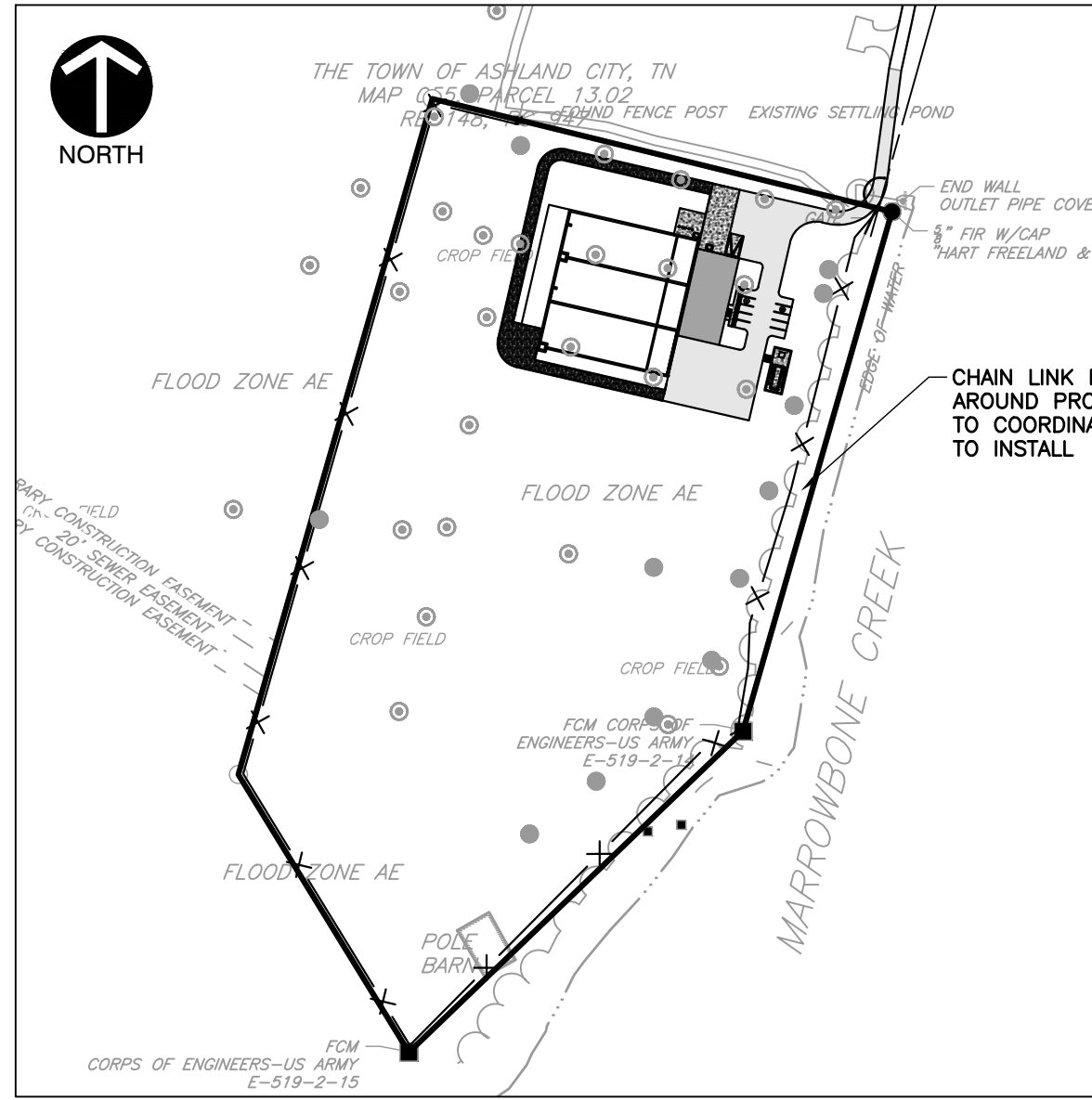
**Reeves Young**

DESCRIPTION	QTY	UM	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		TOTAL
			UNIT RATE	EXT	UNIT	EXT	RATE	EXT.	UNIT RATE	EXT	UNIT RATE	EXT	
Labor/SUB													
				\$ -				\$ -		\$ -		\$ -	\$ -
								\$ -					\$ -
SUBTOTAL LABOR AND SUB													\$ -
Equipment / Materials													
Gate access keypad	1	LS									\$ 450.00	\$ 450.00	\$ 450.00
													\$ -
													\$ -
SUBTOTAL EQUIPMENT AND MATERIALS													\$ 450.00
SUBTOTAL 1													\$ 450.00
TAX @ 9.75%			\$ -								\$ -	\$ -	
Safety & Consumables (5% OF Labor)											\$ -	\$ -	
Equipment Fuel & Consumables (35% of Equ)											\$ -	\$ -	
SUBTOTAL 2			\$ -		0.00		\$ -		\$ -		\$ -		\$ 450.00
Ashland City WWTP					OVERHEAD MARK UP ON LABOR, MATERIALS, & EQUIPMENT (15%)								\$ -
					OVERHEAD MARK UP ON SUBCONTRACTOR (5% OF SUBCONTRACTOR)								\$ -
					SUBTOTAL COST								\$ 450.00
					BOND & INSURANCE (1.5%)								
					GRAND TOTAL								\$ 450.00

Ashland City WWTP



1/20/19 190-1501-C020 Dwg\CV001180150-C001-C200.dwg(2/29) 15/8/23/2023 - ctumer - LF 8/2/2023 1:23 PM



OVERALL VIEW  
SCALE IN FEET  
0 200 400



ARCHAEOLOGICAL AREA, HIT (TYP.)  
ARCHAEOLOGICAL AREA, MISS (TYP.)

S 76°10'52" E  
100.00'

THE TOWN OF ASHLAND CITY, TN  
MAP 055, PARCEL 13.02  
RB 148, PG 947

BEGIN NEW FENCE  
HEAVY DUTY CONCRETE PAVING

202  
C800

GRAVEL DRIVE

CONCRETE BOLLARDS

206  
C800

SBR BASIN 1

SBR BASIN 2

DIGESTER

150'

DUMPSTER LOCATIONS

PROPOSED WASTEWATER TREATMENT FACILITY

47.5'

18'

24'

18'

202  
C800

HEAVY DUTY ASPHALT PAVEMENT

20' X 50.2' EMERGENCY GENERATOR AND TRANSFORMER PAD

FENCE TO FOLLOW EXISTING TREE LINE

204  
C800

CONCRETE WHEEL STOPS

200  
C800

INTEGRAL CURB AND SIDEWALK

201  
C800

LOADING DOCK

BEGIN NEW FENCE

END WALL OUTLET PIPE COVERED

1/2\"/>

202  
C800

NEW HEAVY DUTY ASPHALT PAVING

15'

S 76°10'52" E  
431.00'

EXISTING CHAIN LINK FENCE

KEY CARD ACCESS CONTROL BOX

PAVEMENT TO BE REPLACED TO LIMITS SHOWN WITH LIKE MATERIALS

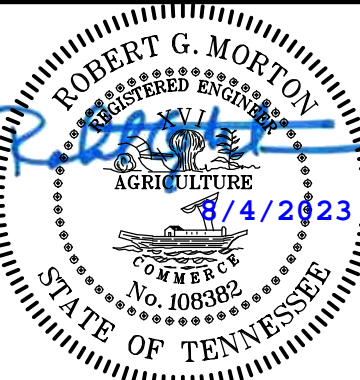
207  
C800

CHAIN LINK FENCE AND GATE (TYP.)

GENERAL NOTES

1. ALL ARCHAEOLOGICAL SITE MUST BE FLAGGED AS SENSITIVE AND AVOIDED BY ALL GROUND DISTURBING ACTIVITIES.
2. AN ON-SITE QUALIFIED PROFESSIONAL ARCHAEOLOGIST MUST MONITOR ALL GROUND DISTURBING ACTIVITIES ASSOCIATED WITH THE UNDERTAKING AND BE AFFORDED THE AUTHORITY TO STOP ALL WORK IF ARCHAEOLOGICAL RESOURCES ARE DISCOVERED.
3. IF ARCHAEOLOGICAL RESOURCES ARE IDENTIFIED DURING CONSTRUCTION, THE CONTRACTOR MUST CONTACT STATE HISTORIC PRESERVATION OFFICE FOR ADDITIONAL CONSULTATION.
4. UPON THE CONCLUSION OF CONSTRUCTION, THE CONTRACTOR IS TO SUBMIT ARCHAEOLOGICAL MONITORING REPORT TO THE STATE HISTORIC PRESERVATION OFFICE FOR REVIEW AND COMMENT.

SCALE IN FEET  
0 50 100



NOTE TO CONTRACTOR

THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THIS PLAN SET. IT IS NOT THE DESIGNER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THIS PROJECT.



Know what's below.  
Call before you dig.

PROPOSED WASTEWATER TREATMENT FACILITY  
SITE PLAN

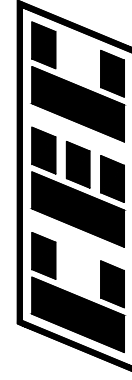
DRAWING NO.:

C202

DATE:	AUGUST 2023	DRAWN BY:	CRT
DWG SCALE:	AS SHOWN	CHECKED BY:	KLC
PROJECT NO.:	190-150	APPROVED BY:	RCM

REVISION RECORD

NO	DATE	DESCRIPTION
0	08/2/2023	ISSUED FOR BID
1	08/4/2023	SITE ADJUSTMENT FROM CONTRACTOR REQUEST



Civil & Environmental Consultants, Inc.  
117 Seaboard Lane - Suite E-100 - Franklin, TN 37067  
615-333-7797 · 800-763-2326  
www.cecinc.com

TOWN OF ASHLAND CITY  
CONTRACT 321 - WASTEWATER TREATMENT PLANT  
CHEATHAM COUNTY, TENNESSEE



Wireless Keypad  
**KPW250**  
**KPW5**



KPW250

KPW5

## The Best Wireless Keypads. Period.

Sleek, wireless design. Simple installation. Reliable performance. Built to deliver unbeatable operation in tough environments, LiftMaster®'s **KPW250** and **KPW5** are the ideal wireless security keypads for programming to one LiftMaster Gate Operator or Commercial Door Operator.

**LiftMaster**



# KPW250 and KPW5: Unrivalled Advantages for Easy Access

## Universal Features:



KPW250



KPW5

**Constant Pressure Override** provides a simple, keypad-based method to manually operate a gate securely and safely until a service technician arrives\*

**Easy wireless installation** saves time and the cost of running wires

**Security+ 2.0® Technology** virtually eliminates interference and offers extended range when the keypad is used to communicate with LiftMaster® Gate and Commercial Door Operators

**Fully sealed electronics** meet NEMA 4X water protection requirements and withstand tough outdoor environments

**9V lithium battery** provides extended life in harsh temperatures

**10 unique temporary PINs** can be set for 1-9 uses each

**Easy single PIN removal** while maintaining full access for other users

**Ideal for solar or remote location applications**

### KPW250 UNIQUE FEATURES

- Programs to all LiftMaster Gate and Commercial Door Operators
  - LiftMaster Security+ 2.0
  - Security+® 315 MHz and 390 MHz
  - Linear® Multi-Code® 300 MHz
- Provides constant pressure override to open or close the gate when needed\*
- Enables flexible setup for multiple users with 250 permanent PINs and 10 unique temporary PINs
- Withstands harsh environments with a zinc-alloy metal front cover

### KPW5 UNIQUE FEATURES

- 5 permanent PINs and 10 unique temporary PINs make it ideal for residential gates
- Provides constant pressure override to open or close the gate when needed\*
- Compatible with LiftMaster Security+ 2.0
- High-impact polycarbonate front cover is perfect for residential gate access



# ADDITIONAL APPLICATIONS

Use alone or with Universal Receiver (850LM/860LM)  
for expanded functionality



Commercial Door Operators



Community Pool Gates

*Requires Universal Receiver*



Entrances with Electronic Locks

*Requires Universal Receiver*



Small, Gated Cul-de-Sacs



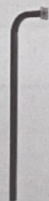
Backup Access at Gate House

## ADD TO YOUR SYSTEM



### Gooseneck Pedestal (PED42)

42 in. pad-mount pedestal,  
2 x 2 in. square pipe with a  
black powder-coated finish,  
11-gauge steel.



### Gooseneck Pedestal (PED64)

64 in. in-ground mount  
pedestal, 2 x 2 in. square  
pipe with a black powder-  
coated finish, 11-gauge steel.



### Universal Receiver (850LM/860LM)

Security+ 2.0® Technology  
virtually eliminates radio  
interference. 3 channels  
for expanded capacity  
can store up to 90 remote  
controls. Compatible with  
most gate and commercial  
door operators. 860LM has  
weather-tight enclosure.



**KPW250**  
**KPW5**

4.3"

6"

LiftMaster

1 2 3  
4 5 6  
7 8 9  
\* 0 #

1.75"

# LiftMaster