



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

September 01, 2026, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of August 04, 2026, Regularly Scheduled Workshop Minutes

PUBLIC FORUM

2. Procedure for Speaking Before the Board

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

REPORTS

3. Attorney: Jennifer Noe
4. Chief of Staff/Codes Director: Allen Nicholson
5. City Recorder
6. Court Department: Cynthia Hollingsworth
7. Finance Department: Will Duffel
8. Fire Department: Chief Walker
9. Human Resources Department: Violet Black
10. Parks Advisory Board Report: Michael Smith
11. Parks Department: Anthony Clark
12. Police Department: Chief Ray
13. Public Works Department: Clint Biggers
14. Technology Department: Justin Wheeler
15. Thrive 55+ Department: Tammany Carter

UNFINISHED BUSINESS

16. Codes Violation: Repeat offenders discussion
17. Parks Board Discussion

18. Ordinance 653: Budget Amendment #1 FY27- 2nd Reading

NEW BUSINESS

- 19. Dennis LaMotte: Switcheroo
- [20.](#) The Clarksville Arts Commission Grant
- [21.](#) Karda Agreement for PD
- [22.](#) Mid-Cumberland Agreement
- [23.](#) CEC Settlement Agreement
- [24.](#) Leak Repair at Sewer Plant
- [25.](#) TACN Contract
- [26.](#) Waste Water Line Easement Agreement
- [27.](#) Consulting Agreement
- [28.](#) Water and Ice Purification System Agreement for FD
- [29.](#) Request Additional Funding for Bicentennial Trail Phase 2
- [30.](#) Resolution 2026-45: Updating the Paytable and City Recorder Job Description
- [31.](#) Resolution 2026-46: Amending Live Stream Meetings
- 32. Resolution 2026-47: Public Chapter 140
- [33.](#) Ordinance 654: Amending the Municipal Code Title 12, Chapter 1, Section 12-104 - 1st Reading
- [34.](#) Ordinance 655: Budget Amendment #2 FY27 - 1st Reading
- [35.](#) Ordinance 656: Amending Title 13 of the Municipal Code - 1st Reading
- [36.](#) Ordinance 657: Amending Title 7, Chapter 5 of the Municipal Code - 1st Reading

SURPLUS PROPERTY NOMINATIONS

- [37.](#) Fire Surplus Items

EXPENDITURE REQUESTS

- [38.](#) Award Paving Bid
- [39.](#) Award Bicentennial Trail Bid

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
August 04, 2026, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Gerald Greer
Councilman Tim Adkins
Councilwoman Nicole Binkley
Councilman Chris Kerrigan
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

APPROVAL OF AGENDA

Mayor Greer added Parks Board Discussion under other. A motion was made by Councilwoman Binkley, Seconded by Councilman Thompson, to approve the agenda with changes. All approved by voice vote. **Motion Passes.**

APPROVAL OF MINUTES

1. Approval of July 7, 2026, Regularly Scheduled Workshop Minutes
A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the minutes as written. All approved by voice vote. **Motion Passes.**

PUBLIC FORUM

2. Procedure for Speaking Before the Board
None.

REPORTS

3. Attorney: Jennifer Noe
Ms. Noe gave her report.
4. Chief of Staff/Codes Director: Allen Nicholson
Mr. Nicholson gave his report.
5. City Recorder
Ms. Black and Mr. Nicholson gave their report.
6. Court Department: Cynthia Hollingsworth
Ms. Hollingsworth gave her report.
7. Finance Department: Will Duffel
Mr. Duffel gave his report.
8. Fire Department: Chief Walker
Chief Walker gave his report.
9. Human Resources Department: Violet Black
Ms. Black gave her report.
10. PARKS BOARD: Michael Smith
Councilman Smith gave his report.
11. PARKS DEPARTMENT: Anthony Clark
Mr. Clark gave his report.
12. Police Department: Chief Ray
Chief Ray gave his report.
13. Public Works Department: Clint Biggers
Mr. Harris gave his report.
14. TECHNOLOGY DEPARTMENT: Justin Wheeler
Mr. Wheeler gave his report.
15. Thrive 55+ Department: Tammany Carter

Ms. Carter gave her report.

UNFINISHED BUSINESS

16. New City Seal and Challenge Coin

The Council discussed a new city seal and challenge coin.

17. Ordinance 650: Amend Zoning Ordinance Vape Shops - 2nd Reading

The council discussed the Zoning Ordinance Amendment for Vape Shops.

18. Ordinance 651: Rezone Natures Trail - 2nd Reading

The council discussed the Rezone of Natures Trail.

19. Ordinance 652: Amending Title 7, Chapter 6: Fireworks - 2nd Reading

The council discussed the Ordinance Amending Title 7, Chapter 6: Fireworks.

NEW BUSINESS

20. Website Vendor Discussion

The council discussed the website vendor.

21. Bruce's Buddies backpack discussion

The council discussed the Bruce's Buddies Backpacks.

22. Codes Violation: Repeat offenders discussion

The council discussed codes violation repeat offenders.

23. WWTP Fire Monitoring Agreement

The council discussed the agreement for the WWTP fire monitoring.

24. Resolution 2026-44: GNRC Fiscal Policies and Procedures Manual

The council discussed the Resolution for GNRC fiscal policies and procedured manual.

25. Ordinance 653: Budget Amendment #1 FY27- 1st Reading

The council discussed the Budget Amendment for FY27.

OTHER

The council discussed the parks board.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:51 p.m. **Motion Passes.**

MAYOR GERALD GREER

ALICIA MARTIN, CMFO

Ordinance No. 653

An Ordinance of the

Town of Ashland City, Tennessee

Amending the Fiscal Year 2027 Budget

WHEREAS the governing body adopted the fiscal year 2027 budget by Ordinance Number 649 on 9th Day of June, 2026; 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

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2027 budget.

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1R	110-36000	Other Revenues	(\$30,000.00)	(\$1,000.00)	(\$31,000.00)
1E	110-42100-299	Other Expenses	\$10,200.00	\$1,000.00	\$11,200.00
2E	110-44700-900	Capital Outlay	\$0.00	\$146,134.90	\$146,134.90
3					
Total Expenditures:			\$10,200.00	\$147,134.90	\$157,334.90

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: _____

GRANT CONTRACT
BETWEEN
ARTS BUILD COMMUNITIES DESIGNATED AGENCY,
Clarksville Arts & Heritage Development Council

AND
Town of Ashland City

This Grant Contract, by and between the Arts Build Communities (ABC) Designated Agency, Clarksville Arts & Heritage Development Council, hereinafter referred to as the "ABC Designated Agency" and Town of Ashland City, hereinafter referred to as the "Grantee", is for the provision of Arts Build Communities program services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification: 62-6000239

Grantee Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

A.1. Project in Accordance with Application. The Grantee shall plan and execute one or more arts projects for the purpose of expanding, improving and developing the arts in Tennessee in accordance with application number 2606-29579 and the Grantee-submitted Revised Budget.

A.2. Use of Funds. The Grantee shall employ funds made available under these grants in accordance with the project/program submitted in application number 2606-29579 (which is on file with the ABC Designated Agency) for Ashland City's Annual Arts Festival, subject to the policies of the State and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purpose set forth in application number 2606-29579 and in the Grantee-submitted Revised Budget (if required), which replaces the grant budget within the original application.

A.3. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.

A.4. Affirmative Duty to Report Major Organizational Change. Grantees shall promptly notify the ABC Designated Agency in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on August 16, 2026, and ending on June 15, 2027. The ABC Designated Agency shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the ABC Designated Agency under this Grant Contract exceed Two Thousand Two Hundred Dollars (\$2,200.00).

C.2. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grantee's current ABC Application and Revised Budget (if required) approved in the Tennessee Arts Commission online grants system, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit Request for Funds Forms and other required documentation prior to any reimbursement of allowable costs.

Funds may be drawn down in up to two (2) installments. Payment to the Grantee shall be an amount equal to forty percent (40%) of the total Grant amount paid in advance upon approval of this Grant Contract and receipt of the attached initial Request for Funds form by the ABC Designated Agency and an approved ABC application budget or Revised Budget (if required). An Itemized Expenditures sheet must be included with the Final Evaluation.

C.3. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.4. Disbursement Reconciliation and Close Out. The Grantee shall submit an ABC Final Evaluation documenting a full accounting of disbursements that are in agreement with the Revised Budget within thirty (30) days of the project end date or June 15, 2027, whichever is earlier.

The ABC Designated Agency shall not be responsible for any payments requested after June 15, 2027.

C.5. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.5.a, above, giving full details supporting the Grantee's request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

D. STANDARD TERMS AND CONDITIONS:

D.1. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee Arts Commission officials in accordance with applicable Tennessee State laws and regulations.

D.2. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the ABC Designated Agency shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the ABC Designated Agency for damages sustained by virtue of any breach of this Grant Contract by the Grantee to the extent allowed under the laws or Constitution of the State of Tennessee.

D.3. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

- a. Notwithstanding the foregoing, Town of Ashland City may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

D.4. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.5. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

D.6. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.7. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.8. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.9. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the ABC Designated Agency as requested.

D.11. ABC Designated Agency Liability. The ABC Designated Agency shall have no liability except as specifically provided in this Grant Contract.

D.12. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics, or any other similar cause.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. Grantee may contact the ABC Designated Agency directly with any questions, changes or requests via the online grants system, first-class mail, email or phone. Some documentation must be submitted in writing with original signatures as required by the ABC Designated Agency or the Tennessee Arts Commission

The ABC Designated Agency:
Ellen Kanervo
Clarksville Arts & Heritage Development Council
1 Public Square Ste 430
Clarksville, TN 37040-3476
ahdc@artsandheritage.us
Telephone #: 931-624-2006

The Grantee:
Town of Ashland City
Anthony Clark
405 N. Main St.
Ashland City, TN 37015-0036
aclark@ashlandcitytn.gov
Telephone # 615-792-7553

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise not made available to the ABC Designated Agency, the ABC Designated Agency reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the ABC Designated Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the ABC Designated Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The preceding sentence does not apply to any institutions of Tennessee state government.

IN WITNESS WHEREOF:
Town of Ashland City:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ABC DESIGNATED AGENCY NAME: Clarksville Arts & Heritage Development Council

DESIGNATED AGENCY SIGNATURE

DATE

Invoice

Please return this request along with the signed contract to the ABC Designated Agency to receive the 40% advance associated with this grant contract.

Request to:

Ellen Kanervo

Clarksville Arts & Heritage Development Council

1 Public Square Ste 430

Clarksville, TN 37040-3476

Please pay 40% of Two Thousand Two Hundred Dollars (\$2,200.00) under Arts Build Communities application number (App ID) 2606-29579:

\$

Payment to be made to:

Town of Ashland City

Anthony Clark

405 N. Main St.

Ashland City, TN 37015-0036

APPROVED:

ABC DESIGNATED AGENCY SIGNATURE



KARDA
kardanalytics.com

575 S Rengstorff Ave
Mountain View, CA 94040
(562) 314-8142

KARDA, INC.
EVALUATION AGREEMENT

This Evaluation Agreement (the "Agreement") is made between **KARDA, Inc.**, a Delaware corporation ("KARDA") and **Ashland Police Department**, a municipal law enforcement agency ("Licensee") for the purpose of testing Company's artificial intelligence powered document create software, which for purposes of this agreement will be referred to as the "Evaluation Product".

1. License. In consideration for Licensee's agreement to and performance of the Licensee Obligations as outlined below, and subject to Licensee's agreement to and compliance with the terms and conditions of this Agreement, KARDA hereby grants to Licensee and Licensee hereby accepts from KARDA a non-perpetual, non-exclusive, non-transferable and non-sublicensable license to install, execute, access, run, or otherwise interact with the Evaluation Product during the Evaluation Period (as defined below) for its own internal, non-production evaluation and testing only (the "Evaluation"). Licensee will not make the Evaluation Product available directly or indirectly to any third party and will not use it for the benefit of any third party. Ownership of and title to the Evaluation Product will remain with KARDA at all times. Licensee will not represent or assert any ownership interest in the Evaluation Product.

2. Evaluation Period. The Evaluation Period is the 30 day period beginning upon KARDA's delivery to Licensee of the Evaluation Product, or such other period of time as may be agreed by the parties. However, in no event will the Evaluation Period continue after KARDA withdraws the applicable Evaluation Product from testing.

3. Licensee Obligations. The purpose of the Evaluation is for KARDA to obtain information from Licensee sufficient to determine the functionality, performance and usability of the Evaluation Product. Licensee agrees to use reasonable efforts to provide KARDA with comprehensive information, reports, comments, suggestions, ideas or other feedback, whether written or oral, regarding the Evaluation Products ("Feedback") as soon as possible after Licensee learns of such Feedback. Feedback will include, but is not limited to, all information regarding any problems or defects in the Evaluation Product encountered by Licensee. Licensee will transmit Feedback to KARDA in any medium reasonably requested by KARDA, including via KARDA's Internet customer support page, or by telephone, facsimile, or written or electronic communication. Feedback may also include simplified test cases sufficient to adequately demonstrate problems or suspected errors Licensee encounters with the Evaluation Product. Licensee provides Feedback without expectation of compensation. Licensee assigns all right, title and interest in and to such Feedback to KARDA; if for any reason such assignment is not valid, Customer hereby grants KARDA a worldwide, exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable license to use, sell, copy, modify, or make derivative works of, distribute and/or otherwise exploit any Feedback for any purpose in KARDA's sole discretion. All Feedback will become the sole and exclusive property of KARDA and may be used by KARDA in any way without restriction or obligation to Licensee. KARDA has an unconditional right to use for any purpose any ideas, concepts, know-how, or techniques resulting from KARDA's access to or work with any Feedback or other information exchanged pursuant to this Agreement.

4. Restrictions. KARDA reserves any and all rights, implied or otherwise, which are not expressly granted to Licensee hereunder, and retains all rights, title and interest in and to the Evaluation Product. Licensee agrees that it has no right whatsoever to modify the Evaluation Product or any portion thereof in any manner. Licensee may not reverse engineer, decompile, disassemble, modify, adapt, rent, lease, loan, create or prepare derivative works based upon the Evaluation Product or any part thereof. Nothing in this Agreement entitles Licensee to receive source code for any part of the Evaluation Product. Licensee may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Evaluation Product, or any part thereof, (ii) resell, provide, make available to, or permit use of or access to Evaluation Product or associated access credentials, by any third party; (iii) attempt to use or gain unauthorized access to KARDA's or to any third-party's networks or equipment; (iv) attempt to probe, scan or test the vulnerability of any KARDA services, or a system, account or network of KARDA or any KARDA customers or suppliers; (v) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through any KARDA service any data or information without the legal right to do so; (vi) restrict, or knowingly inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the KARDA services or a user's network, or cause a performance degradation to any facilities used to provide the KARDA Services.

5. Term And Termination. This Agreement or an individual license granted hereunder may be terminated (a) by mutual agreement of KARDA and Licensee, (b) by Licensee, upon ten (10) days prior written notice to KARDA, and (c) by KARDA, if Licensee breaches this Agreement and fails to cure such breach to KARDA's reasonable satisfaction within five (5) days following receipt of KARDA's notice thereof. Upon any termination of this Agreement or a license granted hereunder, Licensee will immediately cease use of the applicable Evaluation Product and certify in writing to KARDA within fifteen (15) days after termination that Licensee has destroyed or returned to KARDA such Evaluation Product and any copies thereof. Termination of this Agreement or a license granted hereunder will not limit KARDA from pursuing any remedies available to it, including injunctive relief. The provisions of Sections 5, 7, 11 and 12 will survive termination of this Agreement.

6. Export Law Assurances. Licensee will not export or re-export, or allow the export or re-export of the Evaluation Product or any copy, or portion thereof, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority. Licensee's access to Evaluation Product and related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Licensee is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Licensee represents and warrants that it is not the subject or target of, and that Licensee is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

7. Confidential Information. "Confidential Information" means the Evaluation Product, Feedback, any software, source code, object code, documentation and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by KARDA to Licensee under this Agreement. Licensee will observe complete confidentiality with respect to the Confidential Information and take all precautions to protect such Confidential Information as the Receiving Party employs with its confidential materials, and will use its best efforts and take all reasonable steps to protect such from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. Licensee will promptly notify KARDA of any known unauthorized use or disclosure of the Confidential Information and will cooperate with KARDA in any litigation brought by KARDA against third parties to protect its proprietary rights. Licensee may not permit a third party access to, or use of, the Confidential Information without KARDA's prior written



KARDA
kardanalytics.com

575 S Rengstorff Ave
Mountain View, CA 94040
(562) 314-8142

authorization. Licensee agrees not to disclose to persons in its own organization who do not have a bona fide "need to know" basis for the purposes of carrying out, or existence or contents of, (i) the Evaluation Product(s); (ii) the Evaluation and its results, or (iii) this Agreement.

8. Technical Support. KARDA will have no obligation to support or provide support services to Licensee relating to the Evaluation Product. KARDA may, however, make such services available to Licensee in KARDA's sole discretion, including from time to time making available updates, enhancements and/or modifications to the Evaluation Product, but KARDA is under no obligation to do so. Any such updates, enhancements and/or modifications to the Evaluation Product will be subject to the terms and conditions of this Agreement.

9. Evaluation Product Design and Commercial Availability. The Evaluation Product may include a pre-release of a KARDA product that is not generally available for distribution at the time it is shipped to Licensee and it is not intended for use in a production environment. Aspects of the design of the Evaluation Product may be changed prior to general availability from KARDA without notice, and KARDA does not guarantee that compatibility of Licensee's system can or will be maintained with versions of the Evaluation Product that may become generally available from KARDA. KARDA reserves the right to withdraw any portion or all of the Evaluation Product from evaluation and never release it as a commercial product. KARDA's plans to market the Evaluation Product is subject solely to KARDA's internal business and technical reviews. Nothing in this Agreement will be deemed to convey to Licensee the right or license to use a commercially released version of the Evaluation Product or any components thereof. If and when a commercially released version of the Evaluation Product becomes available, any use by Licensee of such will be subject to a separate written agreement between Licensee and KARDA and also, without limitation, subject to Licensee's payment to KARDA of the applicable fees.

10. No Warranty. The Evaluation Product may not be at the level of performance, compatibility or safety of generally available KARDA products. Licensee understands and agrees that KARDA makes no representation or warranties regarding use of the Evaluation Product. Licensee will have sole responsibility for adequate protection and backup of its data or equipment used in connection with the Evaluation Product and Licensee will not claim against KARDA for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the Evaluation Product. THE EVALUATION PRODUCT(S) AND TECHNICAL SUPPORT, IF ANY, ARE EXPERIMENTAL AND PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KARDA WILL USE THE PRODUCT AT ITS OWN RISK.

11. Limitation of Liability. IN NO EVENT WILL KARDA OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE EVALUATION PRODUCT, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF DATA, LOST SAVINGS OR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY LICENSEE BASED ON A THIRD PARTY CLAIM.

12. General. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Furthermore, the parties acknowledge that terms of the Uniform Computer Information Transaction Act (also known as UCITA) will not apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof will be brought exclusively in the state or federal courts located in San Mateo, California. Each party hereby agrees to submit to the jurisdiction of such courts. If any provision of this Agreement held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The Evaluation Product is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Evaluation Product by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted herein. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement binds and inures to the benefit of the parties' successors and assigns and neither party may assign or transfer the Agreement without prior written consent of the other party; provided that, KARDA may assign the Agreement to a successor upon written notice to Licensee in connection with a merger, acquisition, reorganization or direct or indirect sale of all or substantially all of the KARDA's assets or business. This Agreement may only be modified or amended by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom will be deemed to amend or modify this Agreement. A party's failure to insist upon strict performance of any provision of the Agreement is not a waiver of any of its rights, powers or remedies under the Agreement. This Agreement is legally binding only upon receipt of Licensee's signature and upon counter-signature by a duly authorized representative of KARDA.



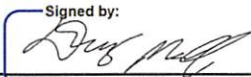
KARDA
kardanalytics.com

575 S Rengstorff Ave
Mountain View, CA 94040
(562) 314-8142

The parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to exercise this Agreement.

LICENSOR: KARDA, Inc.

LICENSEE: Ashland Police Department

By: 
Signed by:
6B89160A3D64491...

Name: Doug Magill

Title: Director of Business Development

Date: 8/12/2026

By: _____

Name: Kenny Ray

Title: Chief of Police

Date: _____

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history

record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the

information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather, they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road Clarksburg,
West Virginia 26306

Organization Name and Representative's Title
Law Enforcement Agency Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the contract term. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor(s) and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity – to include subcontractor services; third-party service provider if applicable).

Kenny Ray

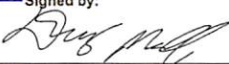
Printed Name of Agency Representative

Signature of Agency Representative Title Date

Agency Name and ORI

Doug Magill

Printed Name of Vendor Representative

Signed by: 

6888160A3D64MS1
Signature of Vendor Representative Director of BD 8/12/2026
Title Date

CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st Day of July, 2026 by and between **Mid-Cumberland Human Resource Agency, Inc. Transportation** ("Provider") and **Thrive 55+, Ashland City** ("Contractor").

RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals ("Members") referred to Provider by Contractor within the 12 Middle TN counties that is served by Mid-Cumberland Human Resource Agency.

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. The initial term shall commence July 1, 2026 and continue until June 30, 2027 unless sooner terminated as herein provided.
2. Duties and Responsibilities of the Parties.
 - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
 - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
 - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available **Monday through Friday between the hours of 6 am and 6 pm to the Thrive 55+, Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to and from the Thrive 55+, Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$3.00 per one way trip with Cheatham County.**

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

- (3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

1. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor:

Thrive 55+, Ashland City
Gerald Greer, Mayor
233 TN Waltz Pkwy, Suite 103
Ashland City, TN 37015

If to Provider:

Jane Hamrick, Executive Director
Mid-Cumberland Human Resource Agency
25 Century Blvd., Suite 500
Nashville, TN 37214

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject

matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Contractor and provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

CONTRACTOR:

Thrive 55+, Ashland City
Gerald Greer, Mayor
233 TN Waltz Pkwy., Suite 103
Ashland City, TN 37015

Signature: _____

Name: _____

Title: _____

PROVIDER:

Mid-Cumberland Human Resource Agency, Inc.
Public Transit
Jane Hamrick, Executive Director
25 Century Blvd., Suite 500
Nashville, TN 37214

Signature: Jane Hamrick

Name: Jane Hamrick

Title: Executive Director

EXHIBIT A

COMPENSATION SCHEDULE

	Per Participant Per Authorized One Way Trip Leg
AMBULATORY AND WHEELCHAIR PATIENTS	<i>Members Transport</i> MCHRA General Public fare rates per person in Service Area. *Fares are subject to change with agencies Fare policies.
PERSONAL CARE ATTENDANT	One (1) Personal Care Attendant is allowed at no extra charge.
CANCELLATION & NO SHOWS	Cancellations more than 2 hours prior to scheduled pick-up will incur no charge Cancellations less than 2 hours prior to schedule pick-up will be charged a \$30.00 cancellation/no show fee No shows are defined as scheduled trips where client is not at trip origination address, drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$30.00 no show fee.

EXHIBIT B

HIPAA REQUIREMENTS

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.

7. **Safeguards.** Provider shall use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement and by Contractor's privacy and security policies, including implementing security processes for the protection of electronic PHI during transmission and storage consistent with the requirements of the Security Regulations.

8. **Disclosure to DHHS.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining Contractor's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Contractor or Provider by virtue of this provision.

9. **Termination and Return of PHI.** Notwithstanding anything to the contrary in this Agreement, Contractor may terminate this Agreement immediately if, in Contractor's reasonable opinion, Provider breaches any provision of this Section. Upon termination of this Agreement for any reason, Provider shall, if feasible, return or destroy all PHI received from Contractor or created by Provider on behalf of Contractor. If such return or destruction is not feasible, the parties agree that the requirements of this Section shall survive termination of this Agreement and that Provider shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible.

SETTLEMENT AGREEMENT, RELEASE OF CLAIMS AND COVENANT NOT TO SUE

This Settlement Agreement, Release of Claims, and Covenant Not to Sue (“Agreement”) effective this ____ day of _____, 2026, by and among Civil & Environmental Consultants, Inc., a Pennsylvania corporation with offices located at 117 Seaboard Lane, Suite E-100, Franklin, TN 37067 (“CEC”) and the Town of Ashland City a(n) Incorporated Municipality with a principal place of business located at 405 N Main Street, Ashland City, TN (“Client”) referred to as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, CEC performed engineering services for the design of a wastewater treatment plant for Client at 269 Tennessee Waltz Parkway, Ashland City, TN pursuant to 190-269 Engineering Services Agreement Ashland City – RD Sewer System Improvements and Wastewater Treatment Plant (the “Project”); and

WHEREAS, certain issues arose with CEC’s services for the Project related to a design detail not accounting for the possibility of water accumulation on a walkway which also served as a roof over the first floor. A cold joint exists at the interface between the walkway slab and top of basin as well as between the walkway slab and the control building second floor slab. The installation has allowed water migration between the joints and into the first-floor area (the “Dispute”); and

WHEREAS, the Parties have agreed that it is in their mutual best interests to compromise and settle the issues set forth above, have conducted negotiations and, on the basis thereof, resolved all issues and claims arising from or related to the Dispute and wish to reduce those resolutions to this Agreement;

NOW THEREFORE, in consideration of the mutual premises set forth herein and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto, wishing to be legally bound, agree as follows.

1. The foregoing recitals shall, for purposes of this Agreement, be deemed to be true and correct and they are incorporated herein by reference as material terms of this Agreement.
2. CEC shall provide payment of \$20,000 (“Settlement Amount”) within fifteen (15) days of the execution of this Agreement by the Parties;
3. Upon the execution of this Agreement and payment of the Settlement Amount, each Party for itself, and on behalf of its prior and future agents, representatives, officers, directors, officials, and employees, shall automatically and without further action forever release, discharge, and waive any and all actions, causes of action, suits, debts, demands, damages, judgments, executions, costs, expenses, liabilities, indemnities, covenants, controversies, agreements, promises, offsets, liens, omissions, losses, exposures, and obligations of any kind whatsoever, whether known or unknown, whether final or contingent, whether in law or in equity, which a Party has, had, may have or claim to have had or has had against any of the other Parties, including as applicable, their respective parent, affiliates, subsidiaries, other contractors, and the predecessors, successors, assigns, and the prior, current, and future agents, representatives, officers, directors, and employees of each from the beginning of time through the date of this Agreement, whether billed or unbilled, as each relates to or arises from the Dispute.
4. Each Party represents and warrants that none of the claims released by any Party hereto have been assigned to any third party and each such Party has full rights to release same.

5. With respect to matters for which releases are granted herein, this Agreement and all negotiations relating to it are not and should not be construed as or deemed to be an admission or concession by the Parties of any fault, negligence, liability, or responsibility by any of them. This Agreement is the compromise of any and all claims arising in any manner from the Dispute and the settlement provided for herein in no way constitutes an admission, other than any admissions or payment provisions contained in this Agreement, of any fact, claim, or allegation by any of the Parties.
6. The Parties agree that, as a material part of the consideration for this Agreement, the Parties will not disclose the existence of or terms of this Agreement, or the substance of any negotiations leading to same, to any person, entity, or institution, excepting governmental agencies, unless compelled to do so by law. The Parties may disclose the terms of this Agreement to legal counsel and tax advisors or to any governmental body or agency to which the Party has a legal duty to disclose such information, provided that the Party instructs each of them of the confidentiality obligations under this Agreement and they agree to be bound by those restrictions.
7. Each Party agrees not to make, or cause or otherwise encourage to make, publish, or communicate any disparaging or derogatory comments, statements—whether written, oral, electronic, or otherwise—in any form, medium, or format with respect to any other Party.
8. Each Party hereto shall bear its own costs and expenses (including attorney's fees) incurred in connection with the Dispute, this Agreement and the consummation of the transactions contemplated hereby.
9. The settlement reflected in this Agreement represents the entire agreement among the Parties with regard to the issues raised and all other matters addressed herein. This Agreement may not be amended, altered or modified except by the express written consent of each Party. The Agreement may be executed in any number of counterparts, each of which when taken together shall constitute but one instrument.
10. Each person executing this Agreement represents and warrants that he or she is the duly authorized legal representative of the respective Party and has the full authority and the necessary corporate or other approval to enter into, perform this Agreement in accordance with its terms, and to legally bind that respective Party.
11. In any action or proceeding required to enforce or interpret the terms of this Agreement, Tennessee law, without regard to its conflict of law provisions, shall govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary, in any action or proceeding by a Party to enforce the terms of this Agreement or any of the rights provided hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses from the other Party.
12. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest and assigns of each Party. This Agreement is a mutual release among the Parties hereto only, there are no third-party beneficiaries, intended or otherwise, to this Agreement, nor does it operate to release any Party hereto of a claim against a non-party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized legal representatives to execute this Agreement, as of the date first above written.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.	TOWN OF ASHLAND CITY, TN
By: 	By:
Name: Steven E. Casey	Name:
Title: Vice President	Title:



*Specializing in Commercial
Caulking and Waterproofing*

3696 Stewarts Lane
Nashville, TN. 37218

Phone: (615) 298-1402
Fax: (615) 298-1403

Civil & Environmental Consultants, Inc.
Attn: Kaleb Huling

7/20/2026

Commercial Quote

Project: Ashland City Leak Repair

Project Summary: Price includes all labor, materials, and equipment.

Waterproofing

Under-Side Scope of Work

1. Application of injection material (SikaFix HH LV) at ceiling cracks visible and accessible from the underside of slab. Injection is limited to (13) cracks, approximately 130' LF.
\$11,000.00

Joint Sealants

Top-Side Scope of Work

2. Cut out and re-caulk slab to slab joint (approximately 100' LF) w/ DowSil 790.
\$1,740.00
3. Cut out and re-caulk building to slab joints (approximately 100' LF) w/ DowSil 790. **\$1,740.00**
4. Crack chase (V Groove) misc cracks and seal with DowSil 790. **\$1,600.00**

Alternate:

In lieu of #2 -Installation of of Emsel DSM-01000, 1" width x 2" depth of seal, coated on one side with Deck Grey Sikasil WS 295 silicone. **\$7,100.00**

Note: Engineer will need to confirm depth and if joint opening needs to be reworked. To confirm there is nothing in the way of material installation.

Note:

- Work performed during normal business hours Monday – Friday

Thank you for the opportunity to provide an estimate for this project. If you have any questions, please feel free to contact me at 615-298-1402.

N&S Waterproofing, LLC

John Saavedra

**CONTRACT**

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date September 10, 2026	End Date December 31, 2028	Agency Tracking # 34901-01469-0138	Edison ID 78173
Procuring Party Legal Entity Name Town of Ashland City, Tennessee			Procuring Party Registration ID 0000001534
Service Caption Participation in the Tennessee Advanced Communications Network (TACN)			
Agency Contact & Telephone # Jeff Gray, Wireless Communications Director Tennessee Advanced Communications Network (TACN) Tennessee Department of Safety and Homeland Security Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Email Address: jeff.gray@tn.gov Telephone #: (615) 253-1781		OCR USE – GU-RV	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
TOWN OF ASHLAND CITY, TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State' and Town of Ashland City, Tennessee hereinafter referred to as the "Procuring Party," is for the provision of participation in the Tennessee Advanced Communications Network (TACN), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The TACN is a P25 Standards Based system constructed by Motorola. It consists of radio communications sites utilizing the VHF High Band, 700MHz and 800MHz frequencies. Master Sites are located diversely throughout the State. Microwave links between the Master Sites and the radio sites utilize redundant methods for a Public Safety grade of service. The TACN extends throughout the State of Tennessee.
- A.2. Radio communications on the TACN will comply with regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 (47 Code of Federal Regulations, Chapter 1 of the 10-1-98 Edition).
- A.3. The TACN will be overseen by the State's Director of Wireless Communications.
- A.4. The Procuring Party shall be authorized to participate in the TACN. The TACN has features that will enable the Procuring Party to establish restricted "talk groups" (TGs) for local events without interrupting on-going regional communications, thereby facilitating improved response by Emergency Service Entities ("ESEs") and enhancing public safety.
- A.5. The Procuring Party shall purchase all equipment necessary to provide TACN communications within the Procuring Party's service area in conjunction with the equipment already in place by the State. All such equipment shall be compatible with the TACN.
- A.6. The equipment listed under this section shall fall under manufacturer's warranty for one (1) year after acceptance by the Procuring Party. The Procuring Party shall notify the State of the date of its acceptance of the equipment, in writing, no later than one (1) business day after acceptance of the equipment. After the one (1) year manufacturer's warranty has ended, upon approval of an amendment to Edison Contract #40169, the equipment will be covered under Edison Contract #40169, which provides maintenance and upgrade coverage to the following hardware:
 - a. RF and Router equipment;
 - b. Simulcast controllers and voters;
 - c. Microwave radio and associated equipment;
 - d. MOSCAD Fault Management; and
 - e. Upgrades to the MCC7500 Consoles.
- A.7. The Procuring Party shall be responsible for the following:
 - a. Any real estate, towers, and buildings owned by the Procuring Party;
 - b. Maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios;
 - c. Fire Station and Alerting System;
 - d. All RF and Microwave antennas and feed lines; and
 - e. All Civil equipment such as UPS, Generators, and Tower lights.

A.8. Public Safety Priority.

- a. If, for purposes of public safety, at any time, in the discretion of the State's Director of Wireless Communications in consultation with the Procuring Party's Point of Contact (POC) identified in Section C.1.c., it is determined that it is necessary to adjust, restrict, or interrupt, participation in the TACN sites outside of the Procuring Party's service area by Procuring Party, the State's Director of Wireless Communications may take such actions deemed appropriate and necessary.
- b. The State's Director of Wireless Communications shall endeavor to provide reasonable advance notice to the Procuring Party prior to making any change, depending on the circumstances, and shall restore the Procuring Party's participation in the TACN sites outside of the Procuring Party's service area at the earliest opportunity.
- c. The priority of participation in the TACN shall be highest for public safety, as represented by the interests of the State, with the next highest priority for participants that are ESEs, and the following priority is for participants that are public entities such as, but not limited to, Departments of Education, Road Departments, and then Non-Governmental Agencies ("NGOs").
- d. The public safety standard for airtime availability ("the Standard") shall be adhered to, as may be defined from time to time by the State's Director of Wireless Communications to promote balanced utilization of the TACN.
- e. No user may adversely affect the total daily capacity or availability of the TACN except in emergency situations and with notification to the State's Director of Wireless Communications.

A.9. Airtime Availability and Limitations.

- a. Mutual cooperation between the Procuring Party and the State will be required so that sufficient airtime availability will be assured for all participants.
- b. The State cannot guarantee airtime due to reasons that include, but are not limited to, equipment failure or maintenance requirements.
- c. The State's Director of Wireless Communications shall make reasonable efforts to minimize any interruption and to maximize airtime availability consistent with the limitations of the TACN.
- d. The State's Director of Wireless Communications shall schedule maintenance, when feasible, during non-peak hours, and make reasonable efforts to notify the Procuring Party prior to any shutdown that may affect the standard.

A.10. Equipment Approval.

- a. Any subscriber infrastructure equipment, as defined by the State's Director of Wireless Communications from time to time, must be approved as to TACN compatibility by the State's Director of Wireless Communications prior to being authorized for purchase.
- b. Failure to comply with Section A.2. of this Contract may result in the removal of the Procuring Party's radio(s) from having transmitting capability in the TACN.
- c. The State's Director of Wireless Communications agrees to act as an advisor to the Procuring Party for the purpose of preparing specifications for procuring infrastructure

equipment to be used by the Procuring Party, and to assist in evaluating proposals received in response to solicitations.

- d. If this Contract provides for the reimbursement by the State to the Procuring Party of the cost of goods, materials, supplies, equipment, or contracted services, such procurements shall be made on a competitive basis, where practical. The State and the Procuring Party shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that the use of a competitive procurement was not practical, documentation shall include a written justification, approved by the State's Director of Wireless Communications, for such decision and non-competitive procurement.

A.11. No Warranty or Promise of Performance of the TACN.

The State does not offer any warranty of the TACN, TACN quality, reliability, or level of performance, express or implied, or make to the Procuring Party any promise that the TACN will perform as intended, desired, or specified. The Procuring Party understands and agrees to accept service and participation in the TACN subject to awareness of this limitation and assumes all related risks.

A.12. Notice of Changes to the TACN.

The State's Director of Wireless Communications shall provide advance notice and information to the Procuring Party prior to making any major changes to the TACN that may adversely affect its operation.

A.13. TACN Maintenance.

- a. The State's Director of Wireless Communications shall have exclusive authority to provide TACN maintenance on State of Tennessee sites.
- b. The State's Director of Wireless Communications may provide TACN maintenance through direct support and/or through support agreements overseen by the State's Director of Wireless Communications, which agreements may be with partners in the TACN, State agencies, and/or private entities.

A.14. Upon completion of this Contract, the responsibility for providing maintenance, repairs and upgrades on all equipment listed under Sections A.6. and A.7., shall revert back to its respective owners.

A.15. Unless otherwise agreed, the State shall not take ownership of the Procuring Party-owned equipment.

B. TERM OF CONTRACT:

This Contract shall be effective on September 10, 2026 ("Effective Date"), and extend for a period of Twenty-Seven (27) months and Twenty-Two (22) days after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. In consideration of products and services provided hereunder by the State, the State may charge and collect from the Procuring Party, the appropriate fees as specified below:

Service Description	Amount (per compensable increment)
User Fee per Radio (See section A.5.)	\$200.00 per radio per year

- a. Fees will be waived subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State may charge the fees noted above. In the event fees are to be charged, no fees will be charged if radios are programmed for, and so long as radios stayed programmed for, Mutual Aid Talk Groups as those are defined and determined by the State's Director of Wireless Communications.
- b. This provision does not apply if fees are waived. If fees are to be charged, the State shall notify the Procuring Party and the Procuring Party will have up to twelve (12) months to make the necessary arrangements regarding budgeting. The State must be in receipt of these fees annually, no later than July 1st of each year. Failure to pay the fees may result in cancellation of this Contract. A pro-rated portion may be acceptable depending on the date of the Procuring Party's acceptance of the equipment as noted in Section A.6. Any pro-rated portion shall be calculated based upon the number of months remaining in the state fiscal year. For example, if the Procuring Party accepts equipment in April of a year and has one (1) radio, there are three (3) months remaining in the fiscal year, so the pro-rated portion would be \$50.01 (\$200.00 (1 radio) ÷ 12 = \$16.67 x 3). The Procuring Party may pay in full, for all years or remaining years of the Contract, if agreed to by the State. If full payment is made, the other requirements of this Section regarding reports and payment audits shall still be followed. All fees will be received by the State's Fiscal Director at:

Tennessee Department of Safety and Homeland Security
Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

- c. This provision does not apply if fees are waived. If fees are to be charged, the State will provide a detailed report of all radio user fees incurred by the Procuring Party during the fiscal year such that the Procuring Party can effectively audit and reconcile all payments made under this Contract with fees processed to ensure that the State's reports match the Procuring Party's reports. This report must include the transaction number, requesting agency, services rendered, fees collected or disbursed, dates of processing, and any other information requested by the Procuring Party.

The below-named person shall act as the Point of Contact (POC) for issues related to the Procuring Party's participation in the TACN (i.e., radios, channels, talk groups, operations, etc.). The Procuring Party's contact named in Section E.2. is typically a city or county official, as applicable. In the event fees are to be charged, all reports and invoices shall be submitted to the below-named person at the address below:

Chuck Walker, Fire Chief
Ashland City Fire Department
402 North Main Street
Ashland City, TN 37015
Email Address: CWalker@ashlandcitytn.gov
Telephone #: (615) 792-4531; (615) 533-8357

- d. This provision does not apply if fees are waived. If fees are to be charged, the Procuring Party agrees to make good faith efforts to resolve any payment audit findings on the

basis of audits conducted in accordance with the terms of this Contract. Should any such findings be substantiated, the State agrees to adjust the following month's invoice to correct the discrepancy.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D.18. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

- D.19. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeff Gray, Wireless Communications Director
Tennessee Advanced Communications Network (TACN)
Tennessee Department of Safety and Homeland Security
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email Address: Jeff.Gray@tn.gov
Telephone #: (615) 253-1781

The Procuring Party:

Gerald Greer, Mayor
Town of Ashland City, Tennessee
405 North Main Street
Ashland City, TN 37015
Email Address: ggreer@ashlandcitytn.gov
Telephone #: (615) 792-4211; (615) 879-1374

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

- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY, TENNESSEE:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

This instrument prepared by:

James L. Murphy III, Esq.
Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, Tennessee 37203

WASTE WATER LINE EASEMENT AGREEMENT

THIS WASTE WATER LINE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the TOWN OF ASHLAND CITY, TENNESSEE, a municipal corporation of the State of Tennessee ("Grantor"), and STATE INDUSTRIES, LLC, a Tennessee limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the Town of Ashland City, Cheatham County, Tennessee, and described on Exhibit A (the "Grantor Property"); and

WHEREAS, Grantee is the owner of certain real property located in the Town of Ashland City, Cheatham County, Tennessee, and shown on Exhibit B (the "Grantee Property"); and

WHEREAS, Grantor has agreed to grant Grantee a waste water line easement on, over, through and across the portion of the Grantor Property described on Exhibit C and as shown on Exhibit D (the "Waste Water Line Easement Area").

NOW, THEREFORE, for Twenty Five Thousand and No/100 Dollars (\$25,000.00) paid Grantor by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easements.

(a) Grantor hereby grants, transfers and conveys unto Grantee a perpetual, non-exclusive easement (the "Waste Water Line Easement") on, over, through and across the Waste Water Line Easement Area for purposes of operating, using, maintaining, repairing, replacing and removing the existing waste water line and related improvements serving the Grantee's Property (the "Waste Water Line") serving Grantee's Property. TO HAVE AND TO HOLD the Waste Water Line Easement, together with all rights and interests appurtenant thereto, belonging to Grantee, and its respective successors and assigns forever.

(b) In addition, Grantor hereby grants, transfers and conveys to Grantee: (i) a perpetual, non-exclusive easement over and across the Grantor Property for purposes of accessing the Waste Water Line Easement Area and exercising its rights under this Agreement; and (ii) a temporary construction easement over, under, through and across the Grantor Property for purposes of maintaining, repairing, replacing and removing the Waste Water Line, from time to time. The Waste Water Line Easement and other rights and easements granted herein are for the benefit of the Grantee Property. Grantee shall have the right to expand, alter, reconfigure and modify the Waste Water Line, from time to time, as it deems necessary or desirable.

(c) Grantor shall not cause or permit any material interference with, or impairment of, Grantee's use of the Waste Water Line Easement and the Waste Water Line or cause any damage

thereto, and Grantor shall not make any alterations, additions or improvements to the Waste Water Line Easement Area or take any action that compacts or compresses the soil in the Waste Water Line Easement Area or otherwise adversely affects or could adversely affect the Waste Water Line.

(d) Grantor warrants and represents to Grantee that it is lawfully seized and possessed of the Grantor Property (including, without limitation, the Waste Water Line Easement Area) in fee simple absolute and has the right, power and authority to execute this Agreement and satisfy all of its obligations hereunder. In addition, Grantor represents and warrants to Grantee that (i) Grantee will peacefully and quietly have, hold and enjoy the Waste Water Line Easement without any hindrance, molestation or ejection, and (ii) there are no liens, mortgages, deeds of trust or other security interests encumbering the Waste Water Line Easement Area.

2. Maintenance and Repair. Unless and until Grantee ceases to use the Waste Water Line Easement, Grantee shall perform all repairs and maintenance reasonably required to keep the Waste Water Line in good working order and in compliance with applicable laws. In the event any portion of the Waste Water Line is damaged by Grantor, any of Grantor's tenants, or any of their respective agents, employees, contractors, representatives, guests or invitees, then Grantor shall reimburse Grantee, upon demand, for the reasonable cost of fully and properly repairing and restore the damaged areas.

3. Covenants Running With Land. The Waste Water Line Easement and the terms of this Agreement shall run with the land and shall be binding upon Grantee, Grantor, and their respective successors and assigns. Notwithstanding anything to the contrary contained herein, (i) Grantee and each of its successors and assigns shall be personally obligated under this Agreement only to the extent the terms of this Agreement relate to the periods during which it owns or leases the Grantee Property or portion thereof, and (ii) Grantor and its respective successors and assigns shall be personally obligated under this Agreement only to the extent the terms of this Agreement relate to the periods during which it owns or leases the Grantor Property or portion thereof.

4. Attorneys' Fees. In the event that any party shall institute legal proceedings to enforce or construe any of the terms set forth in this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

5. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY WAIVE ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. AN ORIGINAL OR A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE FOREGOING WAIVER.

6. Miscellaneous. No waiver by either party of any provision of this Agreement shall be deemed to have been made, unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement. The parties acknowledge that all exhibits referenced in this Agreement are attached hereto and are incorporated herein. No inference shall be drawn from the addition, deletion or modification of any language contained in a prior draft of this Agreement. This Agreement (i) constitutes the entire agreement and understanding of Grantee and Grantor with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Grantee and Grantor. In the event any provision hereof shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall

remain fully effective. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

[SIGNATURES ON NEXT PAGE]

[SIGNATURE PAGES TO WASTE WATER LINE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GRANTOR:

Town of Ashland City, a municipal corporation of
the State of Tennessee

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be the _____ of the Town of Ashland City, Tennessee, the within named bargainor, a municipal corporation of the State of Tennessee, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ___self as _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

[SIGNATURE PAGES TO WASTE WATER LINE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GRANTEE:

State Industries, LLC., a Tennessee limited liability company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be _____ of State Industries, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by _____self as _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or value, which is greater, for this transfer is \$25,000.00.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

BEING a certain tract or parcel of land situated in the 1st Civil District of Cheatham County, Tennessee; said parcel or tract being more particularly described as follows:

BEGINNING at an iron pin in the westerly margin of the State Industrial Access Highway, said iron pin being 120 feet, more or less, in a southerly direction from the intersection of the southerly margin of State Route 49 with the westerly margin of the State Industrial Access Highway;

THENCE, with said margin of State Industrial Access Highway, South 26 degrees 44 minutes 03 seconds East, 90.64 feet to an iron pin;

THENCE, South 19 degrees, 08 minutes 22 seconds east, 119.22 feet to an iron pin;

THENCE, South 57 degrees 16 minutes 45 seconds West, 18.17 feet to a concrete monument;

THENCE, South 13 degrees 16 minutes 24 seconds West, 749.97 feet to a concrete monument;

THENCE, North 80 degrees 43 minutes 28 seconds West, 170.01 feet to a concrete monument;

THENCE, South 60 degrees 45 minutes 58 seconds West, 310.00 feet. to a concrete monument;

THENCE, North 05 degrees 39 minutes 14 seconds West, 259.65 feet to a concrete monument;

THENCE, North 80 degrees 09 minutes 08 seconds West, 170.41 feet to a concrete monument;

THENCE, South 42 degrees 17 minutes 43 seconds West, 339.94 feet to a concrete monument;

THENCE, South 35 degrees 43 minutes 52 seconds East, 79.90 feet to an iron pin;

THENCE, South 71 degrees 16 minutes 00 seconds West, 65.00 feet to an iron pin;

THENCE, South 66 degrees 15 minutes 00 seconds West, 220.00 feet to an iron pin in the bank of the Cumberland River;

THENCE, with the River for the following calls: North 23 degrees 54 minutes 04 seconds West, 349.54 feet to a point;

THENCE, North 51 degrees 01 minutes 39 seconds East, 20.01 feet to a concrete monument;

THENCE, North 23 degrees 03 minutes 36 seconds West, 89.97 feet to a concrete monument;

THENCE, leaving said River, North 51 degrees 01 minutes 17 seconds East, 200.27 feet to an iron pin;

THENCE, North 43 degrees 07 minutes 38 seconds East, 109.93 feet to a concrete monument;

THENCE, North 04 degrees 55 minutes 46 seconds West, 210.01 feet to a concrete monument;

THENCE, North 78 degrees 06 minutes 09 seconds East, 210.05 feet to a concrete monument;

THENCE, South 32 degrees 54 minutes 48 seconds East, 199.99 feet to a concrete monument;

THENCE, North 59 degrees 06 minutes 34 seconds East, 954.06 feet to the point of beginning, containing 18. 86 acres, more or less.

BEING the same property conveyed by State Industries Inc., to the Town of Ashland City by deed of record in Deed Book 329, Page 595, in the Register's Office for Cheatham County, Tennessee.

EXHIBIT B

SURVEY OF GRANTEE PROPERTY

See General Property Survey of A.O. Smith-SV-01, SV-02 and SV-03 attached hereto

Being portions of the properties conveyed to State Stove & Manufacturing Company, a Tennessee corporation, in Deed Book 14, page 269, Register's Office for Cheatham County, Tennessee, and to State Industries Inc., a Tennessee corporation, in Deed Book 312, page 356, Deed Book 312, page 358 and Deed Book 329 page 600, said Register's Office. State Industries Inc., was formerly known as State Stove & Manufacturing Company. State Industries, LLC, a Tennessee limited liability company, is the successor by corporate conversion to State Industries Inc., as reflected in the Articles of Organization of State Industries, LLC, of record in Record Book 528, page 2140, said Register's Office.

EXHIBIT C

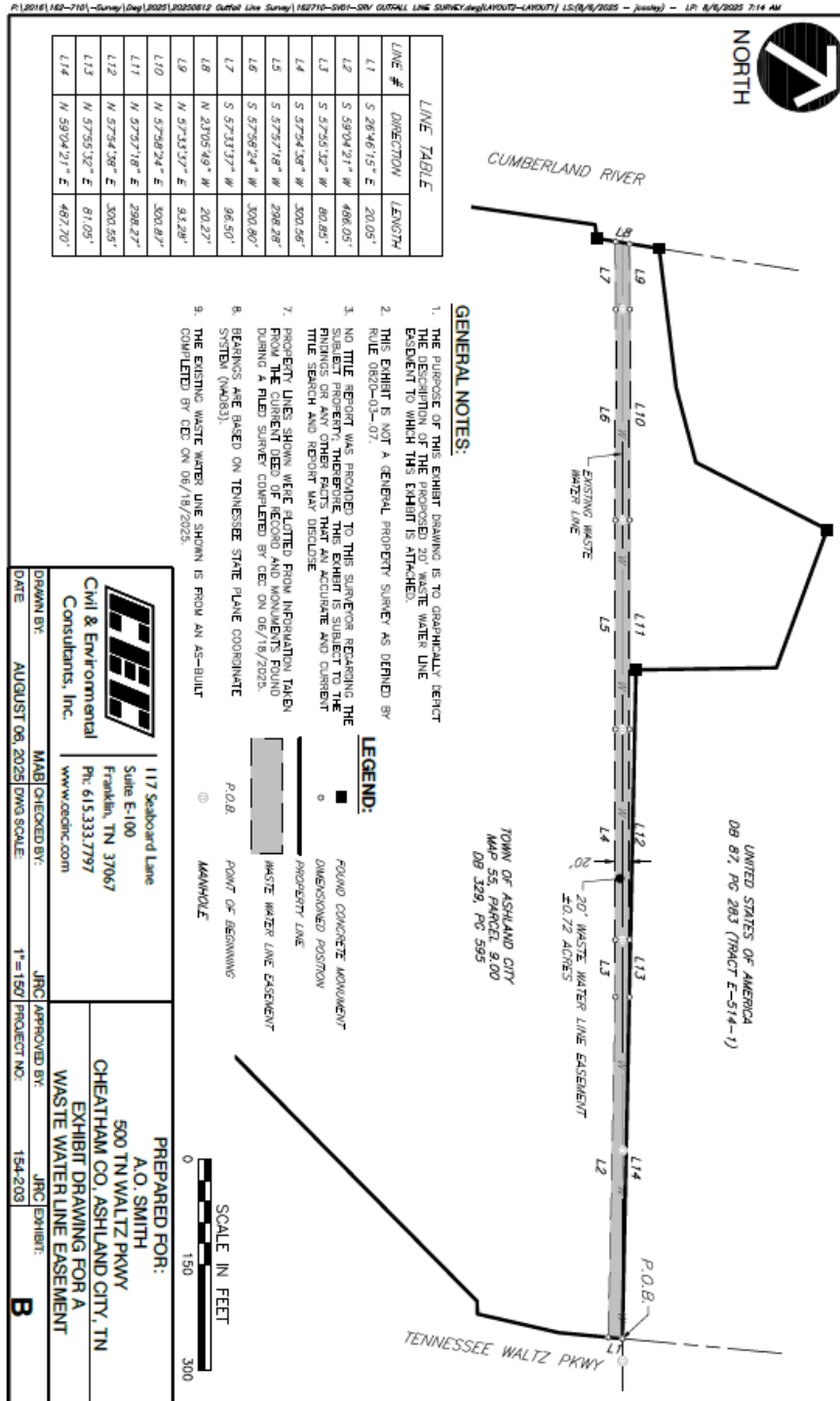
DESCRIPTION OF WASTE WATER LINE EASEMENT AREA

**Proposed 20 Foot Wide Waste Water Line Easement Description & Exhibit
Portion of Tax Map 55, Parcel 9.00
Ashland City, Cheatham County, Tennessee**

A Twenty Foot Wide strip of land located in Ashland City, Cheatham County, Tennessee, being a portion of the property conveyed to the Town of Ashland City, as of record in Deed Book 329, Page 595, Register's Office of Cheatham County, Tennessee, and being more particularly described as follows:

Beginning at the northeasterly corner of said property, being the southeasterly corner of the United State of America property, of record in Deed Book 87, Page 283 (Tract E-514-1), and being in the westerly right-of-way line of Tennessee Waltz Parkway; thence with said right-of-way line, South 26°46'15" East a distance of 20.05 feet; thence leaving said right-of-way across said property with the following six calls, South 59°04'21" West a distance of 486.05 feet; South 57°55'32" West a distance of 80.85 feet; South 57°54'38" West a distance of 300.56 feet; South 57°57'18" West a distance of 298.28 feet; South 57°58'24" West a distance of 300.80 feet; and South 57°33'37" West a distance of 96.50 feet to the bank of the Cumberland River and the westerly line of said property; thence with the Cumberland River North 23°05'49" West a distance of 20.27 feet; thence leaving said River across said property the following five calls, North 57°33'37" East a distance of 93.28 feet; North 57°58'24" East a distance of 300.87 feet; North 57°57'18" East a distance of 298.27 feet; North 57°54'38" East a distance of 300.55 feet; and North 57°55'32" East a distance of 81.05 feet to the northerly line of said property and the southerly line of said United States of America property; thence along said line North 59°04'21" East a distance of 487.70 feet to the **Point of Beginning**, containing 0.72 acres, more or less and being graphically depicted on the attached Exhibit D incorporated for reference.

DRAWING OF WASTE WATER LINE EASEMENT AREA



CONSULTING AGREEMENT

This AGREEMENT entered this ____ day of September, 2026 between Margie Jarrell (“Consultant”) and the Town of Ashland City (“Town”) outlines the professional services to be provided by Consultant to the Town, compensation, terms and conditions, mutual obligations, rights, and duties of both parties.

WITNESSETH:

In consideration of the mutual promises set forth in this agreement the Town and Consultant agree as follows:

1. Consultant shall provide advisory services in which she will work with the finance director and staff to prepare the annual property tax bill process and supporting ancillary property tax work required by the town. Services include but are not limited to assisting with setting up the property tax file within the town’s accounts receivable software, setting up eligible tax relief recipients, and assisting with the general success of the property tax billing process for calendar year 2026.
2. The term of this agreement between the parties shall not exceed twelve months; however, either party may request termination of this agreement for any reason by giving the other party thirty days’ written notice.
3. Compensation for services shall be on an as needed basis and scheduled in advance to accommodate the needs of both parties. Compensation shall be set at an hourly rate of one hundred dollars per hour. Consultant will be paid as a 1099 employee and will be responsible for her own taxes. The Town will not be paying any taxes or social security on behalf of consultant.

4. The Town and Consultant agree that Consultant is an independent contractor with respect to the services provided under this agreement. The Consultant is not eligible for any benefits with the Town.
5. The Consultant shall indemnify, defend, and hold harmless the Town, its employees, agents, and officials against all claims, losses or liability, or any portion thereof, including, but not limited to attorney's fees and costs, arising from injury or death to persons, including but not limited to injuries, sickness, diseases, or death to Consultant, or damage to property occasioned by a negligent act, omission, or failure of the Consultant.
6. The Consultant agrees to maintain confidential information and protect it from unauthorized disclosures. The obligations of confidentiality shall not apply to information that is or becomes publicly available through no breach of this agreement by the Town or is required to be disclosed by law, regulation, or court order. This provision shall remain in effect even after termination of this agreement.

WITNESS the hands of the duly authorized parties on the day and date hereafter written.

TOWN OF ASHLAND CITY, TENNESSEE

CONSULTANT

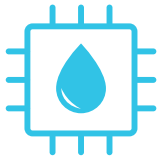
MAYOR GERALD GREER

MARGIE JARRELL

APPROVED AS TO FORM AND LEGALITY:

JENNIFER NOE, CITY ATTORNEY

i15 ICE/WATER DISPENSER



Innovative Design & Technology

- SafeTouch™ surface with silver ion antimicrobial technology
- Combination ice maker & water dispenser
- Dispenses chewable ice, as well as hot and room temperature water
- TDS management technology featuring the ability to flush the evaporator.



Advanced Hygiene Features

- LED UV keeps the water reservoir clean
- Available with Wellsys advanced purification system
- Touch-activated sensor operation for easy cleaning



Bullet-Proof Reliability

- Drainless technology allows freedom of placement
- Available with optional base cabinets to make free-standing
- Only 17.5" high – fits under most cabinet



Now available with touchless dispense options!



i15 Freestanding

Weight	103.9 lbs
Dimensions	45" h x 14.1" w x 21.7" d
Ambient Capacity	Tankless
Hot Tank Capacity	0.33 gallons
Ice Storage Capacity	7 lbs.
Ice Amount Per Day	125 lbs
Dispensing Height	9"
Power Consumption	2.83 kWh/24 hours
Rated Voltage/Frequency	120V and 230V 50/60hz
Power Consumption	1.6kWh / 24 hours

i15 Countertop

Weight	71.9 lbs
Dimensions	17.7" h x 14.1" w x 21.7" d
Ambient Capacity	Tankless
Hot Tank Capacity	0.33 gallons
Ice Storage Capacity	7 lbs.
Ice Amount Per Day	125 lbs
Dispensing Height	9"
Power Consumption	2.83 kWh/24 hours
Rated Voltage/Frequency	120V and 230V 50/60hz
Power Consumption	1.05 kWh / 24 hours

- High-capacity ice production to meet most office needs
- LED UV to help maintain water reservoir cleanliness
- Touch-activated sensor operation for easy cleaning
- Produces 125 lbs of chewable ice per day
- Safety button for hot water dispensing
- 7 lbs of storage
- Hot and ambient water

Wellsys Technology Purification Process



ABS

Pure Water

Rental Agreement

ABS SALES REP: Chappell Bolton

CUSTOMER INFORMATION		BILLING INFORMATION (IF DIFFERENT)	
COMPANY FULL LEGAL NAME:		COMPANY FULL LEGAL NAME:	
CONTACT:	PHONE NO.:	CONTACT:	PHONE NO.:
EQUIPMENT LOCATION ADDRESS:		EQUIPMENT LOCATION ADDRESS:	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
EMAIL:	TAX ID:	EMAIL:	PO NO.:
ORG TYPE: ☐ CORP ☐ LLC ☐ PARTNERSHIP ☐ OTHER ☐		STATE INCORPORATED/ORGANIZED: _____	

RENTAL TERM:	ANNUAL PAYMENT:	BILLING FREQ.:	BILLING TYPE:
_____ MO'S	\$2,999.00 (PLUS TAXES)	☐ ANNUALLY ☐	☐ CHECK ☐ CREDIT CARD ☐ ACH

EQUIPMENT	ACCOUNT SETUP/MAINTENANCE FEES
_____ _____ _____ ☐ SEE ATTACHED EQUIPMENT SCHEDULE (IF APPLICABLE).	INSTALLATION, MAINTENANCE, SUPPLIES <i>INCLUDED</i>

ACH/CC PAYMENT INSTRUCTIONS

By providing the bank account information herein, I (we), as the account holder(s), authorize the Distributor or its assignee and or its financial institution to debit our account for the amounts due or to become due under the terms of this Rental Agreement. This authorization will remain in effect until written notification of termination is received by the Distributor its assignee.

ROUTING NO.: _____ ACCOUNT NO.: _____ CREDIT CARD #:

EXP DATE:

CVV:

BILLING ZIP:

ACCOUNT NAME: _____ AUTHORIZED SIGNER: _____

AGREED AND ACCEPTED BY:

CUSTOMER:

AUTHORIZED SIGNATURE

NAME PRINTED

TITLE

DATE

DISTRIBUTOR:

AUTHORIZED SIGNATURE

NAME PRINTED

TITLE

DATE

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

PAGE 1 OF 2

Rental Agreement Terms

1. Ownership of Equipment: Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
2. Complete Agreement: Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
3. Authorized Signer: The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
4. Liability and Insurance; Indemnity: Customer is responsible for any damage to the equipment or losses or injuries caused by the Equipment due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use.

5. Location of Equipment: Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
6. Distributor Interests: Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
7. Agreement Inception, Payment Requirements, Payment Due Dates: This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; Provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. If payment is not made within fifteen (15) days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
8. Early Termination: Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, of all remaining payments, and all sales tax, and fees, if applicable.
9. Renewal/Pricing: After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an additional 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment. The Distributor may increase the pricing at any time for a subsequent term. The Distributor will notify the Customer in writing at least sixty (60) days prior to the expiration of the current rental term of any price increases. Should the Distributor raise prices the Customer may terminate this Agreement provided they give written notice of said termination within fourteen (14) days of the price increase being sent out by the Distributor.
10. Installation, Maintenance and Care: Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance.
11. UCC Filings: Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
12. Default: If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
13. Business Agreement: Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state of Alabama. Any judicial proceedings arising under this Rental Agreement shall be adjudged by the state court in Calhoun County, Alabama. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
14. Manner of Execution: Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
15. Miscellaneous: There is only one "ORIGINAL" of this Rental Agreement with the Customer's original signature. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding a copy of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.

INITIAL: _____

PAGE 2 OF 2

EQUIPMENT



Town of Ashland City

233 Tennessee Waltz Parkway Suite 103
Ashland City TN 37015
(615) 792-6455

Tuesday, September 1, 2026

To: Katie Brown and Robert Harris, TDOT Consultant

CC: TDOT Local Programs and Community Investments Division

Subject: Funding Overage Coverage Commitment — Ashland City Bicentennial Trails (TDOT PIN 130039.00)

To Katie Brown and Robert Harris,

The lowest, responsive bidder received for this project submitted a construction bid total of \$2,343,538.00. In order to award this project, the Town of Ashland City respectfully submits this letter to request an additional **\$366,020.00 in Multimodal Access Grant (MMAG) funding** related to increased construction cost estimates.

The Town confirms its commitment to provide the required **5% local match** associated with this funding request.

Project Identifiers (for reference):

- **TDOT PIN:** 130039.00
- **Federal Project Number:** STP-M/TAP-9327(11)
- **State Project Number:** 11LPLM-F3-021
- **TDOT Contract Number:** 220026

Should TDOT or the Program Monitor require any additional documentation, council actions, or eGrants updates to accompany this commitment, we will provide them promptly.

Sincerely,

Gerald Greer

Mayor, Town of Ashland City
ggreer@ashlandcitytn.gov | (615) 792-4211

RESOLUTION NO. 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING THE CITY RECORDER JOB
DESCRIPTION AND THE WAGE AND SALARY POLICY: PAYTABLE
GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2024-27 establishing a Wage and Salary Policy; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the pay table and update the job description for the City Recorder; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Wage and Salary Policy and Job Description, attached hereto, is hereby amended, and approved and shall become effective immediately following passage of this resolution.

Adopted this _____ day of _____, 2026

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO



EXHIBIT II **Town of Ashland City** **Pay Table**

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
11	City Administrator		\$103,799	\$117,457	\$141,831
10	Chief of Staff/ Buildings & Codes Director	Public Utilites/Public Works Director	\$84,438	\$99,340	\$127,901
	Financial Director				
9	Public Utilites/Public Works Assistant Director		\$75,562	\$88,895	\$109,875
8	Parks Director	Court Clerk	\$67,616	\$78,498	\$102,420
	Thrive 55+ Director	City Recorder			
	IT Director				
	Utility/Street Maintenance Supervisor				
7	Building Official	Water/Wastewater Plant Chief Operator	\$60,507	\$71,181	\$91,651
	Property Maintenance/Building Inspector				
6	Building Codes Officer	Executive Assistant	\$54,145	\$63,702	\$78,734
	IT Specialist	City Recorder			
	Human Resource Specialist	Community Risk Coordinator			
	Water/Wastewater Plant Operator III	Accounting Clerk II			
5	Accounting Clerk I	Mechanic II	\$48,453	\$57,002	\$70,455
	Water/Wastewater Plant Operator II				
4	Cross Connection Coordinator	Administrative Assistant (Police)	\$43,357	\$51,011	\$63,048
	Senior Equipment Operator	Parks Maintenance			
	Mechanic I	Assistant Thrive 55+ Director			
	Water Distribution/Waste Water Collection Specialist				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$38,799	\$45,647	\$56,419
		Police Clerk			
	Water/Wastewater Plant Operator I (no license)	Streets Maintenance Assistant			
	Thrive 55+ Program Coordinator				
2	Program Assistant	Staff Assistant	\$34,721	\$40,847	\$50,486
1	Event Planning Coordinator		Fixed Rate set by budget		

*pay rate for pay grade 2 are based on full time employment. 07/2026

JOB DESCRIPTION

Town of Ashland City City Recorder

CLASSIFICATION TITLE:	City Recorder
DEPARTMENT:	Recorder
REVISION DATE:	08/18/2026
REPORTS TO:	Office of the Mayor
EMPLOYMENT STATUS:	Full Time
FLSA STATUS:	Exempt
PAY RANGE:	\$67,616.00 - \$102,420.00

JOB SUMMARY

Appointed by the City Council, administratively reports to the Office of the Mayor, and serves the City Council. The City Recorder is responsible for maintaining the Town's official records and City Seal; supporting the City Council's legislative and meeting processes; preparing Council agendas in consultation with designated officials; maintaining the official municipal code; coordinating public-records access; and performing assigned administrative and records-management functions. The City Recorder works collaboratively with the Office of the Mayor, City Council, Department Heads, Finance Director, Town Attorney, and the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Attends all City Council, Beer Board and budget meetings; prepares and maintains accurate minutes, journals, and records of proceedings. Maintains the Council journal to reflect members present and absent, motions considered, titles of ordinances and resolutions considered, and each member's vote on each question.
- Prepares City Council agendas and agenda packets in consultation with the Office of the Mayor, Council members, Department Heads, and other appropriate staff; coordinates agenda deadlines, distribution, posting, and related public notes.
- Train an appropriate designee to attend meetings and perform essential Recorder functions during the Recorder's absence, as authorized by the Office of the Mayor and by the Town Charter and applicable policy.
- Serves as official custodian of Town records other than those required by law or ordinance to be filed elsewhere; establishes and maintains organized, secure, and retrievable official record files in accordance with applicable retention requirements and Town policy.
- Coordinates posting and maintenance of the current, Town approved personnel manual and other assigned public documents on the Town website.

- Maintains complete bid, quote, procurement, contract, and related documentation in accordance with applicable law, the Town's purchasing procedures, and records-retention requirements.
- Gathers and distributes documentation and information as necessary.
- Responds to routine request for information from officials, employees, staff, the public, and the news media, refers legal, confidential, privileged, or otherwise sensitive matters to the appropriate official, Office of the Mayor, Finance Director or Town Attorney.
- Maintains a comprehensive, current knowledge and awareness of laws and regulations pertaining to the office of City Recorder, City Council, public meetings, public records, records retention, and other assigned functions.
- Coordinates the drafting, processing, executing, filling, indexing, publication, and maintenance of Town ordinances, resolutions, motions, and other official documents, in coordination with the Office of the Mayor, City Council, Town Attorney, department heads, and other appropriate staff.
- Maintains the official municipal code, ordinance and resolution files, and related indexes; coordinates codification updates and ensures current materials are available for public inspection.
- Updates job knowledge through training opportunities.
- Assists in maintaining and updating the Town website and other designated public information platforms related to agendas, meeting notes, approved minutes, ordinances, resolutions, and other assigned public documents.
- Coordinates publication and posting of legally required notices and advertisements in the Town's designated official newspaper and other required locations or platforms.
- Serves as the Town's Public Records Request Coordinator/Open Records Coordinator, as designated; receives, logs, routes, tracks, and coordinates responses to public records request; works with record custodians and the Town Attorney on confidential or legally sensitive records; and recommends updates to the Town's public records policy and related procedures.
- Keeps and preserves the Town Seal; prepares and certifies copies of official records maintained in the Recorder's office; and administers applicable copy or certificate fees as established by ordinance or policy.
- Works in conjunction with the Office of the Mayor, Finance Director, and Department Heads on assigned state and federal funded grants and projects; maintains assigned grant records and supports required reporting, procurement documentation, reimbursement documentation, and audit request.
- Maintains Town agreements, contracts, titles, and warranties in accordance with adopted records management procedures.
- Assists with the annual audit and other financial records, purchasing, grant, or compliance reviews by assembling assigned documentation, responding to information requests, and following up on approved corrective actions.
- Reviews supporting documentation and signs Town disbursement checks or authorizes other disbursement documentation when required by the Town Charter, adopted policy, and assigned financial control procedures.

- Oversees the assigned custodial staff; monitors work quality, performance feedback; and ensures necessary custodial supplies are ordered and maintained within the approved budget and purchasing procedures.
- Performs other duties as assigned by the Office of the Mayor, consistent with the Town Charter applicable law, adopted policy, and the essential functions of the position.

QUALIFICATIONS

- Bachelor's degree in public administration, business administration, finance, records management, legal studies, or a related field is preferred. An associate degree plus progressively responsible experience in municipal government, government records management, administration, finance, purchasing, or legal support may be considered. Equivalent combinations of education and directly related experience may be considered.
- Three (3) years of progressively responsible administrative, municipal clerk/recorder, governmental records, finance, purchasing, executive-support, or closely related experience is preferred. Municipal government experience is strongly preferred.
- May be required to alternate hours, as necessary for the efficient operation of the department, including attendance at evening meetings.
- Must possess a current Tennessee notary commission or be able to obtain one within six (6) months of appointment.
- Must be eligible to be covered by the Town's fidelity or faithful performance bond, if required for assigned duties.
- Must be able to be bonded.
- Must obtain Municipal Clerk certification within three (3) years of appointment and maintain certification as required by the applicable program.
- Must be able to perform the essential functions of the position, with or without reasonable accommodation.

SKILLS AND ABILITIES

- Must have excellent verbal and written communication skills, including the ability to compose clear, accurate, and understandable agendas, minutes, notices, ordinances, resolutions, correspondence, and public records responses.
- Proficiency in Microsoft 365/Office applications, including Word, Excel, Outlook, and electronic document management tools.
- Ability to maintain a high level of accuracy, confidentiality, impartiality, and attention to detail.
- Must have the ability to create and maintain well written and understandable records, including official records subject to public inspection and records retention requirements.
- Excellent organizational skills and ability to manage multiple deadlines, meetings, records requests, projects, and interruptions.

- Excellent interpersonal and customer service skills; ability to interact professionally and diplomatically with elected officials, employees, the public, vendors, and the news media.
- Ability to work independently and collaboratively with others.
- Knowledge of, or ability to learn, the Town's financial, agenda management, records management, website, and Tyler software systems.
- Ability to instill a sense of customer service and responsiveness.
- Must possess excellent analytical and problem solving skills and the ability to exercise sound judgment within established law, Charter provisions, adopted policy, assigned authority, and direction from appropriate Town officials.
- Knowledge of modern administrative and supervisory principles and practices.
- Knowledge of Tennessee municipal government organization, the Town Charter, public meeting and public records requirements, records retention, municipal purchasing, and assigned financial control processes.
- Ability to protect confidential personnel, financial, legal, and other nonpublic information and to coordinate with the Town Attorney when appropriate.

EQUIPMENT OPERATED

- Computer, printer, various office machines (phone, calculator, copier, etc.)
- Microsoft 365/Office applications; assigned agenda management, records management, financial, and website content systems
- Cell phone

WORKING CONDITIONS

- Work is primarily performed in an office environment with frequent computer and document work, regular interaction with elected officials, employees, and the public, and periodic attendance at evening meetings or other Town functions.
- Occasional lifting, moving, or filing of office supplies, records, and materials weighing up to twenty (20) pounds may be required.

USUAL PHYSICAL DEMANDS

- Ability to perform the essential functions of the position, with or without reasonable accommodation, including moving files, office supplies, and materials.
- Prolonged periods of sitting with intermittent standing, walking, bending, reaching, and movement throughout Town facilities.
- Frequent use of computers, telephones, printers, copiers, and other office equipment; ability to communicate effectively in person, by telephone, in writing, and in public meetings.

EMPLOYEE AWARENESS

- Adheres to the Town of Ashland City's policies and procedures regarding equal employment opportunity, nondiscrimination, and reasonable accommodation.
- Adheres to the Town of Ashland City's Code of Ethics, standards of business conduct, conflict of interest requirements, and applicable policies.
- Adheres to applicable federal and state laws, Town policies, and workplace safety requirements relevant to assigned duties.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Mayor's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date

RESOLUTION 2026-46

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AMENDING RESOLUTION 2023-37: LIVE STREAM MEETINGS, BY ADDING
PARKS BOARD**

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

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

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

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

All meetings of the Town of Ashland City, Tennessee shall be live streamed on a social media platform. This includes Workshops, Regular Council meetings, Special Called Council meetings, Planning Commission, Board of Zoning Appeals, Parks Board, and Beer Board meetings. Meetings not included in live stream would include attorney client meetings, discipline hearings and meetings specifically addressing personnel issues and the interviewing of potential city personnel. The live stream will be offered for the viewing of meetings only and will not allow any public comment on the live stream.

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

Adopted this ____ day of _____, 2026

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

ORDINANCE # 654

AN ORDINANCE TO AMEND ORDINANCE 488: AMENDING TITLE 12, CHAPTER 1, SECTION 12-104 OF THE MUNICIPAL CODE OF ASHLAND CITY, TENNESSEE

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to changing the building permit fees for the Town of Ashland City; and

WHEREAS, Public Chapter 140 was signed into law on April 03, 2025, amending Titles 5, 6, and 7 of the Tennessee Code imposing new requirements related to development fees; and

WHEREAS, the purpose of this new law is to ensure transparency, accountability and consistency in how Tennessee's counties, cities and metropolitan governments assess and document development-related fees.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the justification of fees is attached hereto as Exhibit A and Title 12, Chapter 1, Section 12-104 shall be amended as follows:

12-104. Modifications

- (1) The ~~amount of the building permit~~ fee for all residential (i.e., ~~detached~~ one- and two-family dwellings ~~and townhomes not over three (3) stories in height above grade plane~~) ~~new construction/ additions is seventy cents per square foot (\$0.70 per sq. ft. determined by the International Code Council Valuation Table~~, subject to a fifty dollar (\$50.00) minimum fee. If the residence is lost due to fire building fees will be waived; however, a permit is required for inspection purposes.
- (2) That the schedule of building permit fees for non-residential construction is determined by the ~~most current~~ International Code Council Valuation Table, subject to a fifty dollar (\$50.00) minimum fee.
- (3) The fees for ~~residential~~ building permits that are issued for remodeling existing structures are ~~forty cents (\$0.40)~~ ~~fifty cents (\$0.50)~~ per square foot subject to a fifty dollar (\$50.00) minimum fee. If the residence is lost due to fire building fees will be waived; however, a permit is required for inspection purposes.
- (4) The fee for accessory structures is ~~seventy-five dollars (\$75.00)~~ one hundred fifty dollars (\$150.00).
- (5) The fee for blasting and grading is ~~fifty dollars (\$50.00)~~ five hundred dollars

- (5) (\$500.00) for up to one acre ~~to ten acres~~ of land, and one hundred dollars ~~(\$100.00)~~ one thousand dollars (\$1000.00) for over one ~~to ten~~ acres of land. ~~and if the tract is under one acre no permit is required.~~
- (6) The fee for a driveway is ~~twenty-five dollars (\$25.00)~~ fifty dollars (\$50.00).
- (7) The fee for a deck is ~~fifty dollars (\$50.00)~~ seventy cents per square foot (\$0.70 per sq. ft.).
- (8) The fee for a fence ~~over seven (7) foot is twenty-five dollars (\$25.00)~~ one hundred fifty dollars (\$150.00).
- (9) The fee for a sign is ~~fifty dollars (\$50.00)~~ one hundred dollars (\$100.00).
- (10) The fee for a swimming pool is ~~twenty-five dollars (\$25.00)~~ one hundred dollars (\$100.00).
- (11) The fee for replacement/repair of sprinkler/fire alarm system is ~~seventy-five dollars (\$75.00)~~ two hundred fifty dollars (\$250.00).
- (12) The fee for demolition shall be one hundred dollars (\$100.00). ~~for any demolition with a cost of \$0 to \$100,000 and one hundred dollars (\$100.00) for any demolition with a cost over \$100,000.00.~~
- (13) The fee for moving a structure is one thousand dollars (\$1000.00)
- (14) The fee for a temporary sign/banner is fifty dollars (\$50.00)
- (15) The fee for fireworks is three thousand dollars (\$3000.00)
- (16) The fee for a residential reinspection is fifty dollars (\$50.00)
- (17) The fee for a commercial reinspection is fifty dollars (\$50.00)
- (18) The fee for a residential plan review is fifty percent of the permit fee or passthrough (50% of Permit or passthrough)
- (19) The fee for a commercial plan review is fifty percent of the permit fee or passthrough (50% of permit or passthrough)
- (20) The fee for a home occupation is one hundred dollars (\$100.00)
- (21) The fee for temporary use is one hundred fifty dollars (\$150.00)
- (22) The fee for a reissue of certificate of occupancy is twenty-five dollars (\$25.00)
- (23) The fee for a change of occupancy is one hundred dollars (\$100.00) or two hundred fifty dollars if found without a permit (\$250.00)
- (24) The fee for a commercial remodel is seventy cents per square foot (\$0.70 per sq. ft.).
- (25) The fee for a mechanical change out is seventy-five dollars (\$75.00)
- (26) The fee for a plumbing change out is seventy-five dollars (\$75.00)
- (27) The fee for a short-term rental is one hundred dollars annually (\$100.00/yr)
- (28) The fee for a site plan is one thousand dollars (\$1000.00)

- (29) The fee for a plat approval is five hundred dollars (\$500.00)
- (30) The fee for a rezone request is one thousand dollars (\$1000.00)
- (31) The fee for a variance request is one hundred fifty dollars (\$150.00) or after violation, seven hundred fifty dollars (\$750.00)
- (32) The fee for a minor subdivision is four hundred dollars (\$400.00)
- (33) The fee for a major subdivision is one thousand dollars (\$1000.00)
- (34) The fee for a plat amendment is two hundred dollars (\$200.00)
- (35) The fee for City Planner services not included in application is five hundred dollars (\$500.00)
- (36) The fee for engineering services are passthroughs
- (37) The fee for advertising for Planning Commission or Board of Zoning and Appeals are seventy-five dollars (\$75.00)
- (38) The fee for public hearing signage is twenty-five dollars (\$25.00)

BE IT FURTHER ORDAINED that this ordinance shall take effect twenty (20) days after its passage, the public welfare requiring it.

1st Reading _____

Public Hearing _____

2nd Reading _____

Mayor

Alicia Martin, CMFO

EXHIBIT A

Category	Fee Item	Current / Old Fee	Proposed / New Fee	PC 140 Applicability	Primary Town Cost Drivers	Fee Justification / Cost Basis Narrative	Documentation Notes / Follow-Up	Source
Building Permits	Commercial new/addition construction	Table	Latest edition ICC valuation/Updated every three months through ICC	Yes - document cost basis	Building Commissioner/Building & Codes Director review, permit intake, permit software entry, commercial plan review coordination, inspection scheduling, multiple inspections, certificate/closureout administration, and possible consultation with planner, engineer, fire department, and public works.	Using the latest ICC valuation table provides an objective, industry-recognized basis that scales with project size and complexity. Commercial new construction and additions require review of construction documents, code compliance, permitting administration, inspection scheduling, field inspections, follow-up corrections, and final closureout. The fee is intended to recover a portion of the Town's staff time and outside professional review costs that directly relate to the proposed development.	Handwritten note indicates move from table to latest ICC valuation.	Page 2
Building Permits	Commercial remodel	\$0.65 per sq. ft.	\$0.70 per sq. ft.	Yes - document cost basis	Building & Codes review, permit entry, plan review as needed, trade inspection coordination, field inspections, reinspection administration, and final closureout.	Commercial remodels require Town staff to verify code compliance, occupancy impacts, life-safety considerations, and inspection requirements. A per-square-foot fee reasonably relates the amount charged to the size of the work and the staff time required to administer, review, inspect, and close out the permit.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Residential new/addition construction	\$0.65 per sq. ft.	\$0.70 per sq. ft.	Yes - document cost basis	Building & Codes review, permit intake, permit software entry, plan review, inspection scheduling, required residential inspections, reinspection administration, and final completion documentation.	Residential new construction and additions require multiple stages of review and inspection to protect public safety and verify compliance with adopted codes. A per-square-foot fee scales with the size of the project and helps offset the Town's administrative, plan review, inspection, and recordkeeping costs.	Handwritten note also mentions contractor renewals.	Page 2
Building Permits	Residential remodel	\$0.40 per sq. ft.	\$0.50 per sq. ft.	Yes - document cost basis	Building & Codes review, permit entry, code review as needed, trade inspection coordination, field inspections, and permit closureout.	Residential remodel permits require staff review, permit processing, inspection scheduling, field inspections, and documentation. The proposed per-square-foot fee creates a proportional cost basis because larger remodels generally require more review and inspection time than smaller projects.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Accessory structure	\$75	\$150	Below \$250, but documented for transparency	Permit intake, zoning/building code review, setback/location verification, permit entry, inspection scheduling, field inspection, and recordkeeping.	Accessory structures require staff to confirm zoning placement, setbacks, anchoring, construction type, and applicable inspection requirements. The flat fee offsets the common administrative and inspection costs associated with these smaller development-related permits.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Driveway	\$25	\$50	Below \$250, but documented for transparency	Permit intake, coordination with Public Works as needed, review of location and drainage impacts, field verification, inspection, and recordkeeping.	Driveway permits require review of access location, potential drainage impacts, right-of-way considerations, and field verification. The fee offsets the Town's administrative review, staff coordination, and inspection time tied to the proposed improvement.	New fee was not clearly listed; note says get with PW.	Page 2
Building Permits	Deck	\$50	\$0.70 per sq. ft.	Yes - document cost basis	Permit intake, building code review, setback review, structural/framing inspection, final inspection, and closureout.	Deck permits require review of the proposed structure, setbacks, framing, attachment, guards, stairs, and final inspection. A square-foot basis reasonably relates the fee to the size and complexity of the deck while recovering a portion of the Town's review and inspection cost.	Proposed fee appears to change to square-foot basis. Captured in residential or commercial building permit application.	Page 2
Building Permits	Fence over 7 ft.	\$25	\$150	Below \$250, but documented for transparency	Permit intake, zoning and code review, location/height verification, inspection as needed, and recordkeeping.	Fences above typical height thresholds require additional review for zoning compliance, safety, placement, and potential impact on adjoining properties or rights-of-way. The fee offsets staff review, permitting, inspection, and related records management.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Pool	\$25	\$100	Below \$250, but documented for transparency	Permit intake, zoning review, barrier/safety review, electrical bonding/grounding coordination, inspection scheduling, field inspections, and closureout.	Pool permits require staff review of setbacks, barriers, electrical safety, drainage/location issues, and inspections. The fee is tied to the staff time needed to administer and inspect the improvement for public safety and code compliance.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Sign	\$50	\$100	Below \$250, but documented for transparency	Permit intake, zoning/sign ordinance review, size/location verification, permit entry, inspection as needed, and recordkeeping.	Sign permits require review for sign ordinance compliance, size, placement, setbacks, visibility, and safety. The fee offsets staff time for application processing, code review, inspection, and maintaining permit records.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Blasting / grading	\$50 or \$100	\$500 or \$1,000	Yes - document cost basis	Application intake, zoning/municipal code review, site disturbance review, public safety coordination, possible engineer/public works/fire review, field inspection, and documentation.	Blasting and grading activities can create higher risk and more staff involvement due to land disturbance, drainage, public safety, road impacts, emergency response coordination, and compliance review. The fee range is intended to recover the additional administrative, technical, coordination, and inspection costs associated with these higher-impact activities.	Handwritten note says review zoning and municipal code.	Page 2
Building Permits	Moving structure	\$500	\$1,000	Yes - document cost basis	Application intake, route/site review, coordination with Public Works and public safety, building/code review, inspections, and closureout documentation.	Moving a structure requires review of the structure, destination site, route impacts, safety concerns, utility or right-of-way coordination, inspections, and staff documentation. The fee reflects the higher administrative and interdepartmental coordination required for this type of permit.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Replacement/repair of fire sprinkler/alarm system	\$75	\$250	Below \$250, but documented for transparency	Permit intake, fire/life-safety review, coordination with Fire Department or Inspector, inspection scheduling, field inspection, and records update.	Fire sprinkler and alarm work requires review and inspection to confirm that life-safety systems remain compliant and operational. The fee offsets staff processing, fire/code review, inspection coordination, and closureout documentation.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Demolition	\$50	\$100	Below \$250, but documented for transparency	Permit intake, utility disconnect verification, asbestos/abatement documentation as applicable, site safety review, erosion/debris considerations, field verification, and closureout.	Demolition permits require staff to verify safety, utility disconnection, debris handling, site condition, and final cleanup. The fee is intended to recover a portion of the administrative review, field inspection, and recordkeeping costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Building Permits	Temporary sign/banner	New	\$50	Below \$250, but documented for transparency	Permit intake, temporary display review, location/duration verification, code compliance review, inspection as needed, and recordkeeping.	Temporary sign and banner permits require staff to verify allowable location, duration, placement, visibility, and compliance with sign regulations. The fee offsets the basic administrative and enforcement-related review costs.	Appears handwritten on permit fee sheet; proposed amount not clearly separated.	Page 2

Fire Permits	Fire plan review	New	50% of permit cost or passthrough	Yes - document cost basis	Fire/life-safety plan review, Building & Codes coordination, possible outside third-party review, inspection coordination, and permit documentation.	Fire plan review fees are tied directly to review of life-safety elements and may be calculated as a percentage of the permit cost or passed through when specialized outside review is required. This structure helps ensure the Town recovers costs directly connected to plan review rather than shifting those costs to the general taxpayer.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Fire Permits	Fire reinspection fee	New	\$50	Below \$250, but documented for transparency	Failed inspection documentation, reinspection scheduling, travel/site visit, follow-up inspection, and update of permit records.	A reinspection fee is justified when additional inspections are required because work is incomplete, inaccessible, or noncompliant. The fee offsets the extra staff time and administrative cost caused by the need to return to the site.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Fire Permits	Fireworks fee	Passed	\$3,000	Yes - document cost basis	Application intake, fire/public safety review, site plan review, coordination with fire, police, codes, and emergency services, inspection, event monitoring planning, and documentation.	Fireworks displays require significant public safety review and coordination, including site layout, separation distances, emergency access, fire protection, crowd/public safety planning, and interdepartmental coordination. The fee is intended to recover the Town's administrative, review, inspection, and public safety coordination costs for a higher-risk activity.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Reinspection Fees	Residential reinspection	New	\$50	Below \$250, but documented for transparency	Failed inspection documentation, reinspection scheduling, site visit, reinspection, and permit record update.	The fee is intended to offset additional staff time when a residential inspection must be repeated due to work not being ready, incomplete, inaccessible, or not compliant at the time of inspection.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Reinspection Fees	Commercial reinspection	New	\$50	Below \$250, but documented for transparency	Failed inspection documentation, reinspection scheduling, site visit, reinspection, and permit record update.	The fee is intended to offset additional staff time when a commercial inspection must be repeated due to work not being ready, incomplete, inaccessible, or not compliant at the time of inspection.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Residential plan review	New	50% of permit fee	Yes - document cost basis	Plan intake, completeness review, code review, corrections communication, revised plan review as needed, and permit documentation.	Residential plan review requires staff time before a permit is issued to verify code compliance, identify corrections, and document approvals. A percentage of the permit fee scales with the size and complexity of the project and reasonably relates to the Town's review costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Commercial plan review	New	50% of permit fee or passthrough	Yes - document cost basis	Plan intake, completeness review, commercial code review, fire/life-safety coordination, planner/engineer or third-party review as needed, correction letters, and revised reviews.	Commercial plan review can require significant staff and professional review time. A percentage of the permit fee or passthrough approach reasonably ties the fee to project size and actual outside review costs when those costs are incurred by the Town.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Home occupation	New	\$100	Below \$250, but documented for transparency	Application intake, zoning review, compatibility review, staff report or determination, records update, and inspection as needed.	Home occupation reviews require staff to verify that the proposed business activity complies with zoning standards and does not create improper impacts on the surrounding residential area. The fee offsets administrative processing, zoning review, and recordkeeping.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Temporary use	\$50	\$150	Below \$250, but documented for transparency	Application intake, zoning review, site/use review, public safety and traffic considerations as needed, approval documentation, and inspection/enforcement follow-up.	Temporary use permits require staff review of proposed location, duration, safety, access, parking, and compliance with local regulations. The fee offsets staff review, coordination, inspection, and documentation costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Reissue certificate of occupancy	New	\$25	Below \$250, but documented for transparency	Request intake, records research, verification of prior approvals, preparation/reissue of certificate, and file update.	Reissuing a certificate of occupancy requires staff time to research existing records, confirm status, prepare the document, and update Town files. The fee offsets those administrative costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Plan Review Fees	Change of occupancy	New	\$100 or \$250 if found without change of occupancy	Below \$250, but documented for transparency	Application intake, code and occupancy review, possible inspection, fire/life-safety review, documentation of approved use, and certificate processing.	A change of occupancy requires review to verify that the new use is allowed and that the building meets applicable safety and code requirements for the proposed occupancy. The higher after-the-fact amount is intended to offset additional staff time when work or occupancy occurs before required approval.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Residential/Commercial Change Outs	Mechanical change out	New	\$75	Below \$250, but documented for transparency	Permit intake, contractor/license verification as applicable, equipment replacement review, inspection scheduling, field inspection, and closeout.	Mechanical change out permits require staff processing and inspection to verify proper installation and code compliance. The flat fee is intended to offset the typical administrative and inspection cost for this limited-scope work.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Residential/Commercial Change Outs	Plumbing change out	New	\$75	Below \$250, but documented for transparency	Permit intake, contractor/license verification as applicable, scope review, inspection scheduling, field inspection, and closeout.	Plumbing change out permits require staff processing and inspection to verify proper installation and code compliance. The flat fee is intended to offset the typical administrative and inspection cost for this limited-scope work.	Handwritten amount should be verified before final adoption.	Page 1
Short-Term Rentals	STR / short-term rental	New	\$100 annually	Below \$250, but documented for transparency	Application intake, zoning review, life-safety review, owner/contact documentation, annual recordkeeping, inspection as needed, and renewal administration.	Short-term rental registration requires staff review of zoning eligibility, owner/contact information, life-safety concerns, annual tracking, and recordkeeping. The annual fee helps offset recurring administrative review and compliance monitoring costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 1
Planning Commission and BZA	Site plan	\$100	\$500	Yes - document cost basis	Application intake, completeness review, staff review, planner/engineer coordination, staff comments, Planning Commission packet preparation, public meeting administration, and records management.	Site plans require review by Town staff and often by the planner and engineer, along with agenda preparation, meeting support, and follow-up documentation. The fee helps offset the staff and professional costs incurred by the Town during the development review process.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2

Planning Commission and BZA	Plat approval	\$100	\$500	Yes - document cost basis	Application intake, completeness review, Town staff review, planner/engineer coordination, Planning Commission packet preparation, meeting support, and recording/closeout coordination.	Plat approval requires staff and professional review to verify compliance with subdivision and zoning requirements, prepare the item for Planning Commission consideration, and maintain official records. The fee reflects the Town's direct review and administrative costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Rezone request	\$100	\$500	Yes - document cost basis	Application intake, staff review, planner review, ordinance preparation, public notice/advertisement, Planning Commission and governing body agenda support, public hearing support, and records update.	Rezoning requests require staff review, planner involvement, legal/ordinance preparation, public notice, meeting packet preparation, public hearing support, and multiple meeting steps. The fee is intended to recover a portion of the Town's administrative, professional, advertising, and legislative support costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Variance	\$50	\$150 after construction \$750	Yes - document cost basis	Application intake, zoning review, BZA packet preparation, public notice as required, meeting support, records management, and possible after-the-fact enforcement review.	Variance requests require staff review, Board of Zoning Appeals preparation, public notice, meeting support, and documentation. The higher after-construction amount reflects additional enforcement, review, and corrective administrative work when construction occurs before approval.	Special after-construction amount should be verified.	Page 2
Planning Commission and BZA	Subdivision minor, 2 lots	\$150	\$400	Yes - document cost basis	Application intake, completeness review, staff review, planner/engineer coordination, Planning Commission packet preparation, meeting support, and final record coordination.	Minor subdivisions require review for compliance with subdivision regulations, lot layout, access, utilities, and related requirements. The fee offsets staff and professional review, meeting preparation, and records management costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Subdivision major	\$250	\$1,000	Yes - document cost basis	Application intake, completeness review, staff review, engineer/planner coordination, infrastructure review, multiple comment cycles as needed, Planning Commission packet preparation, meeting support, and final record coordination.	Major subdivisions create greater review demands due to the number of lots, infrastructure considerations, drainage, utilities, streets, phasing, and potential multiple review rounds. The fee is intended to recover a portion of the Town's increased staff, planner, engineer, meeting, and documentation costs.	Handwritten note says use White House, but no final fee is listed.	Page 2
Planning Commission and BZA	Plat amendment	\$150	\$200	Below \$250, but documented for transparency	Application intake, review of proposed amendment, staff/planner review as needed, Planning Commission packet preparation, meeting support, and record update.	Plat amendments require review to verify that the proposed changes comply with applicable requirements and do not create unintended impacts. The fee is intended to recover staff review, meeting preparation, and recordkeeping costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	City planner services (not included in application)	New	\$500	Yes - document cost basis	Planner review time, staff coordination, written comments, meetings, technical consultation, and documentation outside the base application fee.	When planner services are required beyond what is included in a standard application fee, the charge helps recover the Town's direct professional planning costs. This approach reasonably ties the fee to specialized review costs incurred because of the applicant's development request.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Engineer Services	Not listed	Passthrough	Yes - document cost basis	City engineer review, technical comments, meetings, revised plan review, field coordination, and documentation billed as incurred.	Engineering services are passed through when technical review is required for a development application. A passthrough structure directly relates the fee to actual costs incurred by the Town for engineering review rather than setting a flat amount that may over- or under-recover costs.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Advertisement for Planning Commission/BZA	Not listed	\$75	Below \$250, but documented for transparency	Preparation and placement of required public notice, newspaper or publication charge, staff coordination, proof of publication, and file documentation.	Public notice and advertisement costs are direct costs tied to development applications requiring Planning Commission or BZA action. The fee offsets the Town's publication expense and staff time to prepare, place, and document the notice.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2
Planning Commission and BZA	Public hearing signage fee	Not listed	\$25	Below \$250, but documented for transparency	Preparation, placement, removal/verification of public hearing signage, staff coordination, and record documentation.	Public hearing signage supports public notice and transparency for development-related applications. The fee offsets the Town's cost for sign materials, placement coordination, verification, and related documentation.	Ready for staff review. Add actual average hours, staff rates, and any outside professional invoices if available.	Page 2

Town of Ashland City Development Fee Justification Summary

Purpose	This workbook documents the justification and cost basis for the development-related fees listed in the Ashland City fee comparison sheet. It is designed as a working document for staff review, Council packet support, and Public Chapter 140 documentation.
Legal Basis	Tennessee Public Chapter 140 requires municipal departments, agencies, or officials assessing development-related fees over \$250 to maintain documentation describing the justification and cost basis for the fee. Documentation is a public record and subject to annual audit by the Comptroller.
Methodology	Each fee is supported by the typical Town cost drivers involved in that permit or application type, including application intake, permit software entry, plan review, zoning/code review, inspections, reinspection, staff reports, public notice, meeting packet preparation, Planning Commission/BZA support, outside planner/engineer review, and records management.
Important Staff Review	Several items were marked for follow-up in the source comparison sheet, including driveway, subdivision major, plumbing change out, blasting/grading, variance after construction, and temporary sign/banner. Those items remain flagged in this workbook.
Recommended Final Step	Before final adoption, insert actual Ashland City staff hourly rates, estimated average time by task, outside planner/engineer rates, and advertisement costs where available. This will strengthen the cost basis and make the file more audit-ready.

Source / Reference	How it was used	URL or file reference
Ashland City fee comparison sheet	Provided the fee categories, current/old fees, proposed/new fees, notes, and review flags.	Ashland_City_Fee_Comparison_Council_.xlsx
Existing fee justification example	Used as a structure/model for documenting staff time, inspections, plan review, advertising, planner/engineer review, and public meeting costs.	Fee Justification Town of Ashland City .xlsx
Tennessee Public Chapter No. 140	Used for applicability and documentation requirements for municipal development fees over \$250.	https://publications.tnsosfiles.com/acts/114/pub/pc0140.pdf
University of Tennessee Institute for Public Service policy guide	Used for best-practice framing, including broad fee review, reasonable cost basis, staff roles, rates, outside professional costs, advertising, finance coordination, and public availability.	https://www.ips.tennessee.edu/sites/default/files/2026-02/policy-guide-public-chapter-140-center-for-local-planning-accessible.pdf
MTAS zoning permit reference	Used to confirm municipal revenue category and Public Chapter 140 documentation/audit summary for fees over \$250.	https://www.mtas.tennessee.edu/reference/zoning-permits

Priority	Item	Issue / Question	Suggested Follow-Up	Status	Source
High	Driveway	Proposed fee not clearly listed.	Confirm with Public Works before finalizing.	Open	Page 2
High	Subdivision major	Handwritten note says use White House, but no final fee is listed.	Confirm benchmark amount or replacement schedule.	Open	Page 2
Medium	Plumbing change out	Handwritten amount should be verified.	Confirm whether proposed fee is \$75.	Open	Page 1
Medium	Blasting / grading	Proposed range appears to be \$500 or \$1,000.	Cross-check zoning and municipal code references.	Open	Page 2
Medium	Variance after construction	Special after-construction amount appears to be \$750.	Confirm final language for ordinance/resolution.	Open	Page 2
Medium	Temporary sign/banner	Current versus proposed fee is unclear.	Confirm whether \$50 is current or proposed.	Open	Page 2

Ordinance No. 655
An Ordinance of the
Town of Ashland City, Tennessee
Amending the Fiscal Year 2027 Budget

- WHEREAS** the governing body adopted the fiscal year 2027 budget by Ordinance Number 649 on 9th Day of June, 2026; 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 2027 budget.

Fund Name: Street Aid Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment	Amended Budget
1E	121-43100-264	Highways and Streets	\$300,000.00	\$200,510.00	\$500,510.00
2					
3					
4					
Total Expenditures:			\$300,000.00	\$200,510.00	\$500,510.00

Fund Name: General Fund					
Line Item	Account #	Account Name	Original Budget	Budget Amendment	Amended Budget
1E	110-44700-707	Cumberland River Bicentennial Trail	\$2,427,300.00	\$272,700.00	\$2,700,000.00
2					
3					
4					
Total Expenditures:			\$2,427,300.00	\$272,700.00	\$2,700,000.00

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: _____

ORDINANCE # 656

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, AMENDING TITLE 13, PROPERTY MAINTENANCE REGULATIONS, BY ADDING CHAPTER 5, “REPEAT PROPERTY MAINTENANCE VIOLATIONS,” TO ESTABLISH ENHANCED ENFORCEMENT PROCEDURES FOR REPEAT PROPERTY MAINTENANCE OFFENDERS.

WHEREAS, the Board of Mayor and Council finds that repeated violations of the Property Maintenance Regulations create a nuisance, negatively impact surrounding property values, consume municipal resources, and adversely affect the health, safety, and welfare of the citizens of Ashland City; and

WHEREAS, the Board of Mayor and Council desires to establish additional enforcement procedures for properties demonstrating a history of repeated non-compliance with the Property Maintenance Regulations;

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

SECTION 1. Title 13, Property Maintenance Regulations, is hereby amended by adding a new Chapter 5 entitled “Repeat Property Maintenance Violations,” to read as follows:

CHAPTER 5 REPEAT PROPERTY MAINTENANCE VIOLATIONS

13-501. Purpose. The purpose of this chapter is to protect the public health, safety, and welfare by providing enhanced enforcement procedures for properties that repeatedly violate the property maintenance regulations of the Town of Ashland City.

13-502. Repeat violations.

- (a)** Any property owner who receives two (2) or more notices of violation for the same property within a twelve (12) month period shall be classified as a repeat offender for the purposes of enforcement under this chapter.
- (b)** Upon classification as a repeat offender, the following provisions shall apply:
 - 1.** The compliance period for any subsequent violation may be reduced to seventy-two (72) hours, excluding weekends and legal holidays.
 - 2.** The daily civil penalty for continued non-compliance shall not exceed \$50.00 per day per violation.
 - 3.** The city may immediately pursue abatement, lien filing, and cost recovery without further extension or additional notice beyond the initial compliance period.
- (c)** Notice of repeat offender status shall be included in the violation notice and mailed or posted in accordance with 13-402. Repeat offender classification shall apply for a period of one calendar year from the date of the most recent confirmed violation.

SECTION 2. SEVERABILITY. Should any section, subsection, sentence, clause, phrase, or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared invalid.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect twenty (20) days from and after its final passage, the public welfare requiring it.

First Reading _____

Public Hearing _____

Second Reading _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

ORDINANCE NO 657

AN ORDINANCE TO AMEND TITLE 7, CHAPTER 5 OF THE ASHLAND CITY MUNICIPAL CODE REGARDING OUTDOOR BURNING

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 7, Chapter 5 of the Ashland City Municipal Code is hereby deleted in its entirety and replaced with the following:

CHAPTER 5

OUTDOOR BURNING

7-501. General requirements.

No person shall conduct outdoor burning within the corporate limits of the Town of Ashland City except as permitted by this chapter.

Except as otherwise provided in this chapter, a burn permit shall be obtained from the Ashland City Fire Department prior to conducting outdoor burning.

7-502. Open burning requiring a permit.

A permit shall be required for open burning conducted for:

1. Land clearing;
2. Disposal of vegetation, brush, trees, limbs, leaves, or similar natural vegetation when such burning is otherwise permitted by law;
3. Bonfires;
4. Prescribed or controlled burning; and
5. Other outdoor burning determined by the Fire Chief, Fire Marshal, or designee to require a permit because of its size, location, duration, or potential hazard.

Only materials permitted by applicable federal, state, and local law may be burned. Garbage, rubbish, tires, plastics, petroleum products, painted or treated wood, construction debris, household waste, and other prohibited materials shall not be burned.

7-503. Permit exemptions.

A burn permit shall not be required for:

1. Cooking fires used for the preparation of food; or

2. Ceremonial fires conducted for civic, religious, patriotic, cultural, or similar ceremonial purposes.

Such fires shall be conducted safely and shall not create a hazardous condition or public nuisance.

7-504. Safety requirements.

All outdoor fires shall be attended until extinguished.

A suitable means of extinguishing the fire shall be readily available, and reasonable precautions shall be taken to prevent the fire from spreading beyond its intended area.

7-505. Fire Department authority.

The Fire Chief, Fire Marshal, or designee may deny, suspend, or revoke a burn permit and may order any outdoor fire extinguished when the fire violates this chapter, creates a hazardous condition or public nuisance, or when conditions make continued burning unsafe.

7-506. Violations.

Any person violating the provisions of this chapter shall be subject to the penalties provided by the Ashland City Municipal Code and applicable law.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon final passage, the public welfare requiring it.



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: Fire * Can not sell

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

NAME OF ITEM: 1987 MILITARY HUMVEE

ITEM DESCRIPTION: _____

SERIAL NUMBER/VIN NUMBER _____

ASSET NUMBER: _____ AGE: 39 YEARS

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ _____ CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: DO NOT USE, NEED

THE BAY SPACE. WE USED IT FOR

A BRUSH FIRE VEHICLE. TO EXPENSIVE

TO KEEP UP.

SIGNATURE: Chad W DATE: 8/24/26

E CITY OF CHARLOTTE, TN
WANTS IT



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: Fire

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

NAME OF ITEM: MILITARY GENERATOR

ITEM DESCRIPTION: 2004 FERMONT 5KW GENERATOR
HASN'T RUN IN YEARS / NOT SURE IF
ITS USEABLE

SERIAL NUMBER/VIN NUMBER FZ 05883

ASSET NUMBER: _____ AGE: 22

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ _____ CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: Do Not Use

SIGNATURE: C. White DATE: 8-4-26



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: FIRE

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

NAME OF ITEM: SURREY FIRE SAFETY TRAILER

ITEM DESCRIPTION: 2002 SURREY FIRE SAFETY TRAILER - FOR PUBLIC EDUCATION

SERIAL NUMBER/VIN NUMBER 1F9TF3326M217397

ASSET NUMBER: N/A AGE: 24

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ Ø GRANT CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: NO LONGER USE.

IT HAS WATER LEAKS/ELECTRONIC FUNCTIONS
NO LONGER WORK / NEEDS NEW
TIRES

SIGNATURE: Chuck Walker DATE: 8/24/2026

1/15/15

1/15/15 11:00 AM
 1/15/15 11:00 AM
 1/15/15 11:00 AM

1/15/15 11:00 AM

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 1/15/15 11:00 AM
 1/15/15 11:00 AM

1/15/15

1/15/15



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: Fire

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

NAME OF ITEM: CHEVROLET SILVERADO

ITEM DESCRIPTION: 2001 K1500, EXTENDED CAB 4WD
WHITE 143,021 MILES
PAINT IS ROUGH - NEEDS BATTERY

SERIAL NUMBER/VIN NUMBER 26CEK19T111309940

ASSET NUMBER: _____ AGE: 25

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ _____ CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: WE NO LONGER USE
IT

SIGNATURE: ChLush DATE: 5/28/26



Handwritten text, mostly illegible due to fading.

Handwritten word, possibly "FIVE".

Handwritten text: "CHECKED AT SILVERADO"

Handwritten text: "2001 #1800, EXTENDED CAB AND"

Handwritten text: "WHITE 195,001 MILES"

Handwritten text: "ENAW"

Handwritten text: "PAINT IS ROUGH - NEEDS POLISH"

Handwritten text: "UP FRONT PLATE"

Handwritten mark, possibly "25".

Handwritten text: "WE NO LONGER"

Handwritten text: "IT"

Handwritten date: "2/28/97"

Handwritten signature or name.



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: Fire

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

NAME OF ITEM: PALM INDUSTRIES SKY TRACK (CUL)

ITEM DESCRIPTION: ALL TERRAIN FORK LIFT
UNKNOWN YEAR - MILITARY SURPLUS

SERIAL NUMBER/VIN NUMBER 600 M 9 P 0157

ASSET NUMBER: _____ AGE: UNKNOWN

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ _____ CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: RUNS BUT HAS
HYDRAULIC ISSUES

SIGNATURE: Chad Welch DATE: 8-24-26



THE TOWN OF ASHLAND CITY, TENNESSEE

SURPLUS PROPERTY NOMINATION FORM

DEPARTMENT: Fire

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

NAME OF ITEM: MILITARY GENERATOR

ITEM DESCRIPTION: 2008 FERMONT 10KW GENERATOR
ON TRAILER
NO BATTERIES

SERIAL NUMBER/VIN NUMBER # F240516

ASSET NUMBER: _____ AGE: _____

ESTIMATED REMAINING USEFUL LIFE(YEARS) _____

PURCHASE PRICE \$ _____ CURRENT VALUE \$ _____

REASON FOR MAKING THE NOMINATION: Do Not Use

SIGNATURE: Chadwick DATE: 8/24/26



Bid Tabulation

Road Paving

Bid Opening: 08/28/2026 at 10:00 A.M.

Company Name

Bid Totals

1.	Sessions Paving	346,450 ⁰⁰
2.	Tennessee Valley Paving	273,845 ⁰⁰
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

OPINION OF PROBABLE COST

PROJECT NAME: BICENTENNIAL TRAIL
 LOCATION: ASHLAND CITY, TN
 PREPARED FOR: CITY OF ASHLAND CITY
 BASIS OF EST.: Construction Plans
 DATED: July 29, 2024

DATE PREPARED: 6/4/2024
 PREPARED BY: DJG
 KH PROJECT #: 1183668000
 REVISED PER TDOT COMMENTS:
 REVISED BY: LEB (11/01/2024)
 REVISED BY: LEB (05/01/2025)
 REVISED BY: LEB (11/20/2025)
 REVISED BY: LEB (03/26/2026)

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	ADAMS		TUGSUN	
							UNIT COST	TOTAL	UNIT COST	TOTAL
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
2	201-01	CLEARING AND GRUBBING	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00
	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	720.00	\$ 30.00	\$ 21,600.00	\$ 35.00	\$ 25,200.00	\$ 55.00	\$ 39,600.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	1,030.00	\$ 70.00	\$ 72,100.00	\$ 60.00	\$ 61,800.00	\$ 55.00	\$ 56,650.00
	203-04	PLACING AND SPREADING TOPSOIL	CY	350.00	\$ 20.00	\$ 7,000.00	\$ 25.00	\$ 8,750.00	\$ 45.00	\$ 15,750.00
9	209-03.21	FILTER SOCK (12 INCH)	L.F.	351.00	\$ 8.00	\$ 2,808.00	\$ 9.00	\$ 3,159.00	\$ 10.00	\$ 3,510.00
7	209-05	SEDIMENT REMOVAL	CY	85.00	\$ 25.00	\$ 2,125.00	\$ 10.00	\$ 850.00	\$ 55.00	\$ 4,675.00
9	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	4,232.00	\$ 5.00	\$ 21,160.00	\$ 4.50	\$ 19,044.00	\$ 10.00	\$ 42,320.00
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	714.00	\$ 50.00	\$ 35,700.00	\$ 46.00	\$ 32,844.00	\$ 58.00	\$ 41,412.00
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	360.50	\$ 155.00	\$ 55,877.50	\$ 175.00	\$ 63,087.50	\$ 185.00	\$ 66,692.50
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3.50	\$ 1,250.00	\$ 4,375.00	\$ 1,250.00	\$ 4,375.00	\$ 3,500.00	\$ 12,250.00
	402-02	AGGREGATE COVER MATERIAL (PC)	TON	10.50	\$ 55.00	\$ 577.50	\$ 47.00	\$ 493.50	\$ 100.00	\$ 1,050.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.91	\$ 1,250.00	\$ 1,137.50	\$ 1,250.00	\$ 1,137.50	\$ 4,500.00	\$ 4,095.00
	411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	164.50	\$ 185.00	\$ 30,432.50	\$ 245.00	\$ 40,302.50	\$ 210.00	\$ 34,545.00
	604-01.20	BOX TUBE SAFETY RAIL	L.F.	316.00	\$ 350.00	\$ 110,600.00	\$ 220.00	\$ 69,520.00	\$ 245.00	\$ 77,420.00
	604-07.01	RETAINING WALL (SEGMENTAL)	L.F.	3,600.00	\$ 120.00	ADDENDUM #2	\$ 65.00	\$ 234,000.00	\$ 115.00	\$ 414,000.00
3	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	LF	62.00	\$ 100.00	\$ 6,200.00	\$ 105.00	\$ 6,510.00	\$ 300.00	\$ 18,600.00
	702-10.02	WHEEL STOPS	EA	1.00	\$ 200.00	\$ 200.00	\$ 160.00	\$ 160.00	\$ 275.00	\$ 275.00
	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	2,500.00	\$ 3.00	\$ 7,500.00	\$ 2.00	\$ 5,000.00	\$ 8.00	\$ 20,000.00
9	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	137.00	\$ 110.00	\$ 15,070.00	\$ 68.00	\$ 9,316.00	\$ 105.00	\$ 14,385.00
	712-01	TRAFFIC CONTROL	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 90,000.00	\$ 90,000.00
8	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA	100.00	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	\$ 110.00	\$ 11,000.00
	712-05.01	WARNING LIGHTS (TYPE A)	EA	14.00	\$ 30.00	\$ 420.00	\$ 22.00	\$ 308.00	\$ 65.00	\$ 910.00
	712-05.03	WARNING LIGHTS (TYPE C)	EA	100.00	\$ 10.00	\$ 1,000.00	\$ 22.00	\$ 2,200.00	\$ 85.00	\$ 8,500.00
8	712-06	SIGNS (ROAD CLOSED TO THRU TRAFFIC)	S.F.	62.50	\$ 10.00	\$ 625.00	\$ 8.00	\$ 500.00	\$ 38.00	\$ 2,375.00
8	712-06	SIGNS (ROAD CLOSED)	S.F.	25.00	\$ 10.00	\$ 250.00	\$ 8.00	\$ 200.00	\$ 38.00	\$ 950.00
8	712-06	SIGNS (DETOUR LEFT ARROW)	S.F.	6.00	\$ 10.00	\$ 60.00	\$ 8.00	\$ 48.00	\$ 38.00	\$ 228.00
8	712-06	SIGNS (DETOUR RIGHT ARROW)	S.F.	6.00	\$ 10.00	\$ 60.00	\$ 8.00	\$ 48.00	\$ 38.00	\$ 228.00
8	712-06	SIGNS (DETOUR AHEAD)	S.F.	64.00	\$ 10.00	\$ 640.00	\$ 8.00	\$ 512.00	\$ 38.00	\$ 2,432.00
8	712-06	SIGNS (ROAD CLOSED 500 FEET)	S.F.	16.00	\$ 10.00	\$ 160.00	\$ 8.00	\$ 128.00	\$ 38.00	\$ 608.00
8	712-06	SIGNS (ROAD WORK 1000 FEET)	S.F.	16.00	\$ 10.00	\$ 160.00	\$ 8.00	\$ 128.00	\$ 38.00	\$ 608.00

8	712-06	SIGNS (RIGHT TURN)	S.F.	16.00	\$ 10.00	\$ 160.00	\$ 8.00	\$ 128.00	\$ 38.00	\$ 608.00
8	712-06	SIGNS (LEFT TURN)	S.F.	36.00	\$ 10.00	\$ 360.00	\$ 8.00	\$ 288.00	\$ 38.00	\$ 1,368.00
8	712-06	SIGNS (DETOUR (SYMBOL))	S.F.	12.00	\$ 10.00	\$ 120.00	\$ 8.00	\$ 96.00	\$ 38.00	\$ 456.00
8	712-06	SIGNS (DETOUR ARROW UP)	S.F.	24.00	\$ 10.00	\$ 240.00	\$ 8.00	\$ 192.00	\$ 38.00	\$ 912.00
8	712-06	SIGNS (END DETOUR)	S.F.	6.00	\$ 10.00	\$ 60.00	\$ 8.00	\$ 48.00	\$ 38.00	\$ 228.00
8	712-06	SIGNS (DETOUR)	S.F.	24.00	\$ 10.00	\$ 240.00	\$ 8.00	\$ 192.00	\$ 38.00	\$ 912.00
	712-07.03	TEMPORARY BARRICADE (TYPE III)	LF	56.00	\$ 25.00	\$ 1,400.00	\$ 19.00	\$ 1,064.00	\$ 175.00	\$ 9,800.00
	716-05.08	PAINTED PAVEMENT MARKING (PARKING LINE)	LF	110.00	\$ 5.00	\$ 550.00	\$ 8.00	\$ 880.00	\$ 8.00	\$ 880.00
11	716-80.01	PROTECTIVE BOLLARDS	EA	4.00	\$ 1,250.00	\$ 5,000.00	\$ 1,400.00	\$ 5,600.00	\$ 2,500.00	\$ 10,000.00
	717-01	MOBILIZATION	LS	1.00	\$ 100,000.00	\$ 100,000.00	\$ 230,000.00	\$ 230,000.00	\$ 300,000.00	\$ 300,000.00
	801-01	SEEDING (WITH MULCH)	UNIT	7.00	\$ 50.00	\$ 350.00	\$ 100.00	\$ 700.00	\$ 2,200.00	\$ 15,400.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	700.00	\$ 4.00	\$ 2,800.00	\$ 3.00	\$ 2,100.00	\$ 9.00	\$ 6,300.00
	920-10.04	STORM HEADWALLS	EA	6.00	\$ 5,000.00	\$ 30,000.00	\$ 1,525.00	\$ 9,150.00	\$ 8,500.00	\$ 51,000.00
	920-11	STEEL BRIDGE	LF	100.00	\$ 4,500.00	\$ 450,000.00	\$ 5,800.00	\$ 580,000.00	\$ 11,500.00	\$ 1,150,000.00
4	920-11.05	REMOVAL OF RAILROAD TIES	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 165,000.00	\$ 165,000.00
	920-12	TIMBER BOARDWALK	LF	330.00	\$ 1,800.00	\$ 594,000.00	\$ 1,625.00	\$ 536,250.00	\$ 3,500.00	\$ 1,155,000.00
	920-13	CONCRETE TURN DOWN (1'-3.0' TALL)	LF	1,231.00	\$ 55.00	\$ 67,705.00				
	920-12.04	SIGNS (R7-8, R7-8-P, ADA PARKING SPACE SIGN)	EA	1.00	\$ 350.00	\$ 350.00	\$ 1,580.00	\$ 1,580.00	\$ 850.00	\$ 850.00
	920-13.04	ADA PAVEMENT MARKING	EA	1.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
PARTICIPATING ITEMS SUBTOTAL						\$ 1,730,523.00	ADAMS	\$ 2,107,389.00	TUGSUN	\$ 3,924,532.50
NOT PARTICIPATING (STA 23+81 - STA 26+80)										
2	201-01	CLEARING AND GRUBBING	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 19,000.00	\$ 19,000.00	\$ 8,000.00	\$ 8,000.00
	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	10.00	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00	\$ 55.00	\$ 550.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	1,482.00	\$ 70.00	\$ 103,740.00	\$ 60.00	\$ 88,920.00	\$ 55.00	\$ 81,510.00
	203-04	PLACING AND SPREADING TOPSOIL	CY	150.00	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 45.00	\$ 6,750.00
7	209-05	SEDIMENT REMOVAL	CY	15.00	\$ 25.00	\$ 375.00	\$ 10.00	\$ 150.00	\$ 55.00	\$ 825.00
9	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	850.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 10.00	\$ 8,500.00
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	306.00	\$ 50.00	\$ 15,300.00	\$ 46.00	\$ 14,076.00	\$ 58.00	\$ 17,748.00
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	154.50	\$ 155.00	\$ 23,947.50	\$ 175.00	\$ 27,037.50	\$ 185.00	\$ 28,582.50
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1.50	\$ 1,250.00	\$ 1,875.00	\$ 1,250.00	\$ 1,875.00	\$ 3,500.00	\$ 5,250.00
	402-02	AGGREGATE COVER MATERIAL (PC)	TON	4.50	\$ 55.00	\$ 247.50	\$ 47.00	\$ 211.50	\$ 100.00	\$ 450.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.39	\$ 1,250.00	\$ 487.50	\$ 1,250.00	\$ 487.50	\$ 4,500.00	\$ 1,755.00
	411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	70.50	\$ 185.00	\$ 13,042.50	\$ 245.00	\$ 17,272.50	\$ 210.00	\$ 14,805.00
	604-01.20	BOX TUBE SAFETY RAIL	L.F.	194.00	\$ 350.00	\$ 67,900.00	\$ 220.00	\$ 42,680.00	\$ 245.00	\$ 47,530.00
6	702-01.02	CONCRETE CURB	LF	430.00	\$ 30.00	\$ 12,900.00	\$ 28.00	\$ 12,040.00	\$ 75.00	\$ 32,250.00
	702-10.02	WHEEL STOPS	EA	10.00	\$ 200.00	\$ 2,000.00	\$ 160.00	\$ 1,600.00	\$ 275.00	\$ 2,750.00
9	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	13.00	\$ 110.00	\$ 1,430.00	\$ 68.00	\$ 884.00	\$ 105.00	\$ 1,365.00
	801-01	SEEDING (WITH MULCH)	UNIT	3.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 2,200.00	\$ 6,600.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	300.00	\$ 4.00	\$ 1,200.00	\$ 3.00	\$ 900.00	\$ 9.00	\$ 2,700.00

	920-11.04	SIGNS (R1-1, STOP SIGN)	EA	1.00	\$ 350.00	\$ 350.00	\$ 365.00	\$ 365.00	\$ 850.00	\$ 850.00
NOT PARTICIPATING ITEMS SUBTOTAL						\$ 257,495.00	ADAMS	\$ 236,149.00	TUGSUN	\$ 268,770.50
TOTAL							ADAMS		TUGSUN	
TOTAL OPINION OF PROBABLE COST						\$ 2,087,418.90	\$	2,343,538.00	\$	4,193,303.00