



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting-

October 08, 2024, 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

PLEDGE AND PRAYER

PUBLIC HEARING

1. Advertising for Rezone for the City - 2ND Reading

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. September 10, 2024, Minutes

PUBLIC FORUM

3. Procedure for Speaking Before the Council

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

REPORTS

4. Attorney - Jennifer Noe

UNFINISHED BUSINESS

1. ORDINANCE: Rezone for the City - 2nd Reading

NEW BUSINESS

6. City Hall Change Order
- [7.](#) Wage and Salary Discussion (formerly Employee Manual Discussion)
8. Appoint BZA Member
- [9.](#) ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 1st Reading
10. Water/Sewer fee Discussion
11. Redd Stewart Historical Marker
- [12.](#) ORDINANCE: Park Advisory Board
13. Christmas Parade Discussion
- [14.](#) Amendment 2 of contract 77734-100 - Police Dept
15. Police Shooting Range Discussion
- [16.](#) Volunteer State Community College Contract - Fire Department
- [17.](#) Thrive 55+Tai chi Instructor- Anna Winberg

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

- [18.](#) Ashland City Fire Dept- Equinox Quote

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.

PUBLIC NOTICE

The Mayor and City Council of the Town of Ashland City, Tennessee will hold a public hearing on Tuesday, October 08, 2024, at 6:00 p.m.

*Ordinance: Rezone Parcel 049N C 008.00

The public is invited to attend and comment.



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting-

September 10, 2024, 6:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:03 p.m.

ROLL CALL

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

PUBLIC HEARING

1. **ORDINANCE:** Rezone for the city – Advertisement
A motion was made by Councilman Thompson, Seconded by Councilman Young, to close the public hearing. Voting Yea: Councilman Thompson, Councilman, Councilman Young, Vice Mayor Kerrigan, Councilman Adkins, Councilwoman Binkley, Councilman Smith, Mayor Greer. Voting Nay: 0

PLEDGE AND PRAYER

Councilman Adkins led with the Pledge and Prayer

SWEARING IN NEWLY ELECTED OFFICIALS

Judge Stinnett gathered The Mayor and all Council Members to be sworn in. All placed their hand on the Bible: All stated their full name. I _____, do solemnly swear. I will support the constitution and will obey the laws of the United States and of the State of Tennessee. That I will in all respects observe the provisions of this charter and ordinances of the Town of Ashland City, Tennessee. I will faithfully discharge the duties of the office of Mayor / Council.

2. Swear in Newly Elected Mayor - Gerald Greer
3. Swear in Re-Elected Councilman Chris Kerrigan
4. Swear in Re-Elected Councilman Michael Smith
5. Swear in Newly Elected Councilwoman Nicole Binkley
6. Elect a new Vice-Mayor

A motion was made by Councilman Adkins, Seconded by Councilwoman Binkley, to elect Councilman Chris Kerrigan for Vice Mayor. Voting Yea: Councilman Adkins, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Young, Councilman Thompson, Councilman Smith, Mayor Greer. Voting Nay: 0

7. Swear in the new Vice Mayor

Judge Stinnett called the vice mayor to be sworn in. All placed their hand on the Bible: All stated their full name. I _____, do solemnly swear. I will support the constitution and will obey the laws of the United States and of the State of Tennessee. That I will in all respects observe the provisions of this charter and ordinances of the Town of Ashland City, Tennessee. I will faithfully discharge the duties of the office of Vice Mayor Chris Kerrigan.

Mayor statement before the agenda started:

Mayor Greer Statement: Tonight starts my tenure, as your duly elected Mayor. I'd like to take the liberty to make a few remarks before we begin our formal agenda. First, I would like to thank the voters who chose me as your mayor and to also assure all citizens whether they cast their ballot for me or not, that I intend to serve all the city's residents to the best of my ability. I also want to congratulate our newly elected council members, and I look forward to working with the entire council to move our city forward. Our city couldn't run without the day-to-day work and dedication of our city employees. I thank them for all they do, and I look forward to working together for our citizens. Some of you may recall that my campaign slogan read, right choice, right time. Well, I truly felt I was the right choice to lead our town. The right time part of that slogan was more about the Town of Ashland City and not about me. I think now is the right time for Ashland City to chart a new course. That course is one where our goal is to ensure Ashland City is a safe and attractive home for current and future residents, young and old, as well as a positive environment for growing our business community. As we all know, Ashland City is growing. I campaigned on a promise to manage this growth in a fiscally responsible way, always keeping our taxpayers in mind. Just like each of our household budgets, our city's budget must balance what we take in our revenue, and what we spend, our annual budget. Just like our household budgets, we must often make choices about those expenditures. Sometimes those choices are between good and good and we know in our family's budget, we have to also be mindful of taking on too much debt. The same is true for the city. With that in mind, one of my goals is to improve our budget process for the next fiscal year by starting it earlier, making it more transparent, and looking at every penny we spend by doing a top to bottom review. It is my goal to make sure our financial resources are used in the most efficient manner. We have a can-do city council, one that will be proactive rather than reactive. Our challenge together is to assume the role of a must-do city council. This is the right time for all of us. City Council members and city employees alike to rededicate ourselves to serve the great people of Ashland City. It is my honor to lead these efforts. Thank you.

APPROVAL OF AGENDA WITH CHANGES

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

APPROVAL OF MINUTES

8. August 13, 2024, Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the August 13, 2024, minutes. All approved by voice vote.

9. August 20, 2024, Special called Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the August 20, 2024, minutes. All approved by voice vote.

PUBLIC FORUM

Steve Tillisch – He stated that he was confused on the agenda. He does not need to rake up any time and will come back for the correct agenda.

Betsy Morely – She congratulated everyone. That is a wonderful and great speech, Gerald. I want to bring up the streetlight issue on Eisenhower Dr. I understand there is discussion with CEMC on a way to dim the lights. She would like her position clear that she does not want any of these streetlights. She lives where she does because of the ability to view the dark night sky. She wants the lights removed, not dimmed, anyone who needs extra lighting on their property can install a light and have it light their property not hers. Also, she would like to know exactly who asked for the lights to be installed in the first place and exactly who in the Ashland City government gave the order for the installation and why. I have a goal in understanding how this came to be and working with all of you to ensure these types of requests in the future are fully thought out. I was going to make a comment against the propane rezoning, but I guess that's not tonight. Thank you.

Joy Corn – She resides in Hickory Hills Condominiums. She has been a homeowner for 8 years and been on the board for 6 years. She represents the 215 homeowners at Hickory Hills who are currently paying for sewer services they don't receive. At the City Council Workshop on September 3rd, the director of Public Works said Ashland City's current water treatment plant

does not have the capacity to handle the sewage from the condominiums on Highway 12. If that is true, she asks, why are they charged for this service? The mayor asked at the council workshop if there was a compromise that could be reached between the condo owners and the city. I would suggest there are 2 possible solutions. One, the city could deduct the charge for the charge for the sludge part of the sewer fee from the homeowners' bills and leave it to the HOA's to pay for the pumping of our holding tanks or the city could continue to charge the full sewer fee and in exchange, provide for holding tanks to be pumped regularly contracting with independent providers if they need to. Option two would be still having the city coming out ahead while meeting the obligations they are billing customers for. She explained that Hickory Hills has 24 holding tanks. That means 9 homes are serviced by each tank. At Hickory Hills they are on a 2-year cycle. So, we pump one tank per month over a 2-year period that covers our 24 tanks. The cost is \$750.00 to pump one tank. Think about that one tank that 9 homeowners pay to have pumped. A low estimate for an average water bill in their neighborhood is \$ 84.0. If you take away the baseline. \$33.00 that everybody pays just to have access to water and sewer and you subtract the \$3.00 in the insurance that leaves \$ 48.00 for water usage and sewer. Of that \$48.00, we know that \$24.00 goes to water and \$24.00 goes to sewer. Think about just the sewer side. If you split the sewer cost into gray water treatment and sludge treatment, let's assume it is half and half, but she suspects it is less expensive to process gray water but assume it is half and half. That would be \$12.00 for each homeowner each month. In those 9 homes attached to that one tank, that comes out to \$108.00 per month that the city receives for a service they do not provide. In a year that equals \$1,296.00 from those 9 homeowners for that service that the city does not provide. We pump every 2 years, so in 2 years those 9 homeowners have paid the city \$2592.00 for a service they do not provide, and the city could contract that out for \$750.00 to pump that one tank. She stated it is worse than that because those pay that \$2,592.00 plus the \$ 750.00 in their HOA fees. That is equal to \$3,342.00, those 9 homeowners are paying to have one tank pumped one time in 2 years. She stated that something is wrong with this picture, and you are the ones to fix it. You can do it, thank you.

Vice Mayor Kerrigan asked to respond: He stated he has discussed this and looked at it. What they are paying is the same as what most of the residents are paying. They gray water, the same comes from his house. They are not charged any extra. He does not receive any more service than they do. He receives the same work that they receive. What they are being charged is the normal rate. The gray water goes into the same system just like his does. Your gray water is being extracted and that is what sewer is. There were some people speaking in the audience and the mayor stepped in and stated that we cannot have a back-and-forth discussion.

Councilman Thompson stated if they stay for the meeting, they would be discussing it on line 29 from the agenda. They would be able to answer more questions then. Mayor Greer agreed.

Shawnee Pemberton – She is asking to get a private driveway named for GPS purposes. She has several delivery drivers through her private way to Veterans Rd. For some reason GPS has it down as veterans Dr and it is not and dead ends into a private property. She is hoping to get the highway entrance to a private property. She would like it properly named so maybe it would mitigate the delivery problems. Mayor asked who we would connect her with and thought possibly Clint Biggers. Mayor told her to contact him directly so he could get the correct answer for her to the contact person.

Phil Bales - He stated that he rides at 1363 Highway 12 south, and he is also the HOA president for Ashland Park Condominiums. He would like to continue the discussion of the water and sewer. He stated that he went down a rabbit hole. The national average per US EPA per treating 1000 gallons of water is \$8.97 per thousand. He stated that their cost to the homeowners here, per the EPA includes sludge and they are paying \$16.00 per thousand. The workshop and through previous meetings he heard some back and forth saying our current system is at capacity. He stated that he understands it is an old system. The question he is asking is, "What is the current capacity of the present plan? What's going to be the capacity of the new plant? What's the daily influence on the plant as far as the gray water and or sludge?"

With all the new homes coming in, have we placed a moratorium on the bills? They are affecting the system just like everybody else is. He stated that these are just questions to think about and he is not pointing fingers, just some food for thought. They have 8 tanks on the property, they hold 5,000 gallons per tank. Using the EPA rate, it will cost \$342.80 to treat that. The current rate for Ashland c=City would be \$ 677.20 per thousand. Thank you for your attention.

John VanOstenbridge – He started by congratulating and thanking all the council. He is giving an update on Bicentennial Trail Extension. He had an email from Neil Hanson at TDOT written that afternoon. He explained some of the delays in the project. He quoted, it says in a nutshell the city's design consultant is still working on obtaining the permit and utility certification. That is delay number 1. The only other 2 items left to be completed include the review of the bid advertisement, and the submittal of the final stamp construction plan. Regarding the first delay, you permit the utilities certification. He has an email from July 17th stating that Piedmont Gas is responsible for the final utility coordination review which was expected to be completed within a few days of the July 17th Email. This is now September so there is a breakdown somewhere. He is asking if there is someone who can take responsibility to track this down. He is happy to help and track it if needed. If he is provided with the contact information, he does not mind following up on it. He wants to get this trail completed. The review of the bid advertisement he does not know how it's done or who does that or what that is, but it needs to happen before this can move forward. He is hoping that this is accomplished soon. The last item is submitting the final stamp construction plan, and he assumes the engineering firm will do this once the other 2 items are completed. He stated there is a grant that funds this, but the grant cannot be funded until these things are completed. Once the funding is complete the city will then receive notice to proceed with construction. He stated it is frustrating that the one-mile extension of an existing trail has been discussed for years and still has not been completed. I think all of you know Bob Schafer who was battling a terminal disease and wanted nothing more than to see this trail completed for future generations. He died recently and he never saw this even started. There are several residents on a mission to complete his dream and if the city needs help in getting things done you have motivated people who are willing to help.

REPORTS

11. Attorney - Jennifer Noe - stated that she has nothing new to add at this time.
12. Project Update from Josh Wright stated that he would make it as short as he can. He has a 4-minute presentation to show on the new park. Keep in mind that this is a comprehensive plan for the new park. They are about 75 – 80% done with the first phase construction documents. He will have more of an update on the construction documents at the October workshop but he wanted to show them all this video. He stated that he also set up some renderings in the back behind the audience. He will leave them after the meeting if anyone would like to see them. He stated that if they have questions, they can call him anytime. Update on the community center and Thrive 55+ center, the civil engineer is almost done with the survey of the John's Park property. He will have more info on those at the workshop also. Councilman Smith stated it is a great job to Josh. Josh stated that it is a labor of love to put this together and they tried to incorporate everything that the community wanted minus Chick Fil A and Starbucks. They have 4 baseball fields, 4 softball fields, tennis courts, splash pad, RV recreational campground, amphitheater, the existing lake that the fire department has been working on, they would like to put a walking track around it and have it lit up at night, we have a Town of Ashland City sport history walk. Some of the things on the walk are to reference John's park. There will be a historic plaque in that history.

UNFINISHED BUSINESS

13. Ordinance: Rezone Melton Property - 2nd Reading
A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to approve the ordinance. Voting Yea: Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

NEW BUSINESS

14. Appoint Council Representative for Planning Commission Seat

A motion was made by Mayor Greer, Seconded by Councilman Smith, to approve the appointing of Nicole Binkley to the Planning Commission. Voting Yea: Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley. Voting Nay: 0

15. Appoint a BZA Board Member

Mayor Greer nominated Rick Johnson for the BZA board.

A motion was made by Mayor Greer, Seconded by Councilman Smith, to approve the appointing of Rick Johnson to the BZA Board. Voting Yea: Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley. Voting Nay: 0

16. City Hall Change Order

No action taken and moving item to workshop in October to discuss more.

17. Employee Manual Discussion

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to Change the wording to Wage and Salary Discussion and defer until October workshop. All approved by voice vote.

18. City Admin Discussion

A motion was made by Vice Mayor Kerrigan, Seconded by Councilwoman Binkley, to change the qualifications and cutoff date for applications. Voting Yea: Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Thompson, Councilman Adkins, Councilman Young, Councilman Smith, Mayor Greer. Voting Nay: 0

19. RESOLUTION: Pay Table FYE 2025 - City Admin Change

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to change only the top pay for the City Admin. Voting Yea: Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, Councilman Smith, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

20. RESOLUTION - Check Signer

Jamie advised this was already being taken care of by taking JT Smith off the bank accounts and adding the new Mayor Greer and other signers. No other action needed.

21. ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025

A motion was made by Councilman Thompson, Seconded by Councilman Young, to defer the discussion for the Fire Department back pay to the October workshop. Voting Yea: Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Councilman Smith, Mayor Greer. Voting Nay: 0

22. Library Maintenance of Effort Agreement

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to approve the Library Maintenance of Effort Agreement. Voting Yea: Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

23. CEC - Amendment to owner - Engineer Agreement No.3

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to Amend the CEC- Engineer Agreement No 3. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

24. TBI check user Agreement

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the TBI check user agreement. Voting Yea: Councilman Smith, Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

25. ORDINANCE: Rezone for the City - 1st Reading

A motion was made by Councilman Young, Seconded by Councilman Thompson, to approve the ORDINANCE: Rezone for the City - 1st Reading. Voting Yea: Councilman Young, Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0

26. GNRC - Ashland City Municipal Government On - Call - Grant Assistance

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

27. CDBG - Task order 1

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Task order 1. Voting Yea: Councilman Smith, Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

28. CDBG - Task order 2

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Task order 2. Voting Yea: Councilman Smith, Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

29. Water/Sewer fee Discussion

Councilman Thompson did the research as promised. First, rates are all over the board. One company charges \$ 400.00 per thousand gallons to be pumped. Another one charges \$8.00 per gallon to be dumped. If you have a 5,000-gallon tank you would be spending \$ 5,000.00 but he is taking his to Columbia Tennessee and the other is going to Music City Environmental and they are sending it to a sludge press. Now, one-time years ago, we used to accept septic tank companies to dump at our sewer treatment plant. When it was much bigger and we were a much smaller town. Dickson has the same system that we do. Dickson does lift stations, septic tanks in the back yard, and in their sewer fee with the water, they pump the tanks at no cost. They do not have a schedule of when they do homeowners but when a homeowner calls and says they are starting to have problems, they call a company that they have contracted which is Todd England septic tank services and he goes out and he pumps the tank whether it is on a Saturday or whatever and it goes to their facility which is Jones Creek wastewater. His cost is running him \$ 40.00 per thousand gallons because they send his waste to a sludge press first before it goes into a sewer system and the whole point about septic and I want to make sure that we understand. A septic tank (and that is exactly what it means is it goes septic inside). Solids and toilet paper and everything is being broken down from the enzymes that we produce. The was carries on but the sludge stays back but depending on how many people there are in the household and how much water is going through it is whether or not it is able to go septic. When you are talking about Ashland Park and Hickory Hills and you have multiple families on the same tank, there is so much water passing through it never has that chance. That is when it becomes one big mess of caked solids but you can stop that by pumping it more often and keeping that back up from ever happening. Councilman Thompson's recommendation to the council is that we do have a septic tank truck. We do have a pump truck and come the next physical year we start thinking about having a person that goes around fulfilling what we are charging for and not fulfilling. He understands what Chris was saying and just by me having a background in septic I get it. We cannot change the budget but thinks we should work this In next budget. He stated we are spending a lot of money on chemicals and says he understands the old plant cannot handle it but that is why we are building a new one. Clint Biggers explained again why our facility cannot pump tanks that are operated like commercial property rather than regular use of residential. Vice Mayor Kerrigan talked about the wording on the ordinance. It needs to be revised with the correct wording on it. He says that it should have stated as a non-residential property with a commercial sized septic tank. That is when it was discussed with us and as I recall and it was discussing not only the condos that are over there on 12 but all the apartment buildings. Discussion will continue for the next workshop.

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Thompson, to defer the Water/Sewer Discussion until the October Workshop. All approved by voice vote.

30. Streetscape Improvements Contract

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to approve the streetscape design contract Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

31. Award the paving Bid

Clint stated he only has \$ 200,000 in his budget and is not sure of what the Throve 55+ has. They may still be over on the paving. The council says that we should do a budget amendment. A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the Paving Bid to Tennessee Valley Paving Co. for \$ 344,100.00 Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

32. Redd Stewart Historical Marker – Councilman Adkins stated the county Mayor Kerry McCarver contacted him for the family of Redd Stewart asking if the county would place a historical marker along Tennessee Waltz Parkway to recognize Redd Stewart. He was a native of Ashland City and he wrote our state song The Tennessee Waltz. The family asked for the sign to be installed near Dillon Transportation or the Braxton area of the bypass since that was close to his home decades ago. Mayor McCarver told the family it would be the city and possibly The Tennessee Department of Transportation since the is a state road and said that County historian Lisa Walker helped the county several years ago get a historical marker on Highway 12 North and Henrietta for Summit and he said at the time that was about \$ 1400.00 and I just wanted to put it out here. He said that was pre- covid so I'm sure the prices have changed. I wanted to know if this is something the council would like to pursue.

A motion was made by Councilman Thompson, Seconded by Councilman Young, to defer the Redd Stewart Historical Marker to the October workshop. All approved by voice vote

33. Park Advisory Board Discussion – Councilman Smith stated because of the last meeting. It is an ongoing issue; we have a few issues we would like to clean up. The secretary, according to the original ordinance that was made, states the secretary must be a city employee, not a board member anymore. Currently, we have Renee Cannon as our secretary, who is a part-time employee of the city, and she is also on board. The problem is when the old secretary who was a city employee resigned the board could not find someone who was a city employee who could do or would do the job. He thinks they came to council, and it was changed that a board member could be the secretary. Renee then turned out to be a board member and the secretary. He would just like to clarify if that is still ok. It was suggested to get the advice of Jennifer Noe if the wording should be changed to reflect that. They also put a lot of events out on the city website and would like to add a tab for the board to put events out so the public does not have to search for them. He would also like a better way to recognize when someone donates something to the parks. It was recommended to get with AC to find out how to utilize the site more efficiently.

A motion was made by Councilman Thompson, Seconded by Councilman Young, to defer the Park Advisory Board Discussion to the October workshop. All approved by voice vote

34. Ashland City Fire Station 2 Fire Alarm System Component Replacement Estimate

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

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

35. Expenditure Request - Active Shooter Kits - \$ 18,055.25

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Active Shooter Kits. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

36. Ashland City Fire Dept- Equinox Quote

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Thompson, to defer the Equinox Quote until the October Workshop. All approved by voice vote.

OTHER

37. PROCLAMATION - Mary Gray Day - September 23rd

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

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:29 p.m.

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MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING THE OFFICIAL ZONING MAP, REZONING PARCEL 008.00 OF CHEATHAM COUNTY TAX MAP 049N, GROUP C, LOCATED AT 405 N MAIN STREET

WHEREAS, said portion of property requested to be rezoned to C-1 PUD DOD, Central Business, Downtown Overlay District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on August 05, 2024, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE: That the zoning ordinance be amended as follows:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 049N, Group C, Parcel 008.00 currently zoned R-4 PUD DOD (High Density Residential Planned Unit Development and Downtown Overlay District) located at 405 N Main Street is to be rezoned to the C-1 PUD DOD (Commercial Business District Planned Unit Development Downtown Overlay District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 15, 2024. This area to be zoned C-1 PUD DOD is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended for approval by the Planning Commission at the regularly called meeting on August 05, 2024.

First Reading: 9-10-2024
Second Reading: 10-08-2024

ATTEST:

Mayor Gerald Greer

City Recorder Mary Molepske



Flex Time –The City shall allow exempt employees to accumulate flex time, on a straight time basis, for extra hours worked in excess of forty (40) hours per week. Exempt employees may accumulate up to a maximum of 80 hours of flex time. These hours shall become null and void at the time employment ceases and cannot be used as a means of fulfilling a notice of resignation immediately preceding termination of employment. Salaried employees may flex their time upon approval from the Mayor. Flex time is an arrangement that allows an employee to alter the starting and/or end time of their workday or to take an entire day off. Employees are required to take flex time before using any vacation pay.

Overtime- Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation but just Flex Time on a straight time basis and not at one and a half times the employee's regular rate.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.) All full-time hourly positions are required to work a minimum of 40 hours per week at their office of city property unless otherwise approved by department head. Work at an alternate location must be approved by the Mayor. Anytime less than 40 is to be made up using leave approved by department head.

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee's regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. An employee may not accrue more than 80 hours of compensatory time. Upon termination, or promotion to exempt status an employee must be paid for compensatory time accrued. Non-exempt employees must use compensatory time before they use vacation time.

ORDINANCE # 628

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 24/25 FISCAL YEAR

WHEREAS, the Town of Ashland City has accepted a bid for street paving that was higher than anticipated in the annual budget. As such the Mayor and Council wishes to amend the budget to allocate the appropriate funds in order to fund these street paving projects; and,

WHEREAS, the Mayor and Council appropriates \$15,000 to the Thrive 55+ department in the General Fund budget for the parking lot paving project out of the fund balance; and,

WHEREAS, the Mayor and Council appropriates \$104,150 to Street Aid to for paving streets from the Street Aid Fund balance.

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

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

	<u>Beginning Budget</u>	<u>Ending Budget</u>
<i>General Fund</i>		
Thrive 55+	\$668,175.00	\$668,190.00
<i>Street Aid Fund</i>		
Highways and Streets	\$ 200,000.00	\$ 304,150.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE 629

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 2 CHAPTER 2 OF THE MUNICIPAL.

WHEREAS, The Town of Ashland City created a Parks and Recreation Advisory Board by Resolution 2016-02 on February 9th, 2016 and Ordinance 536 establishing Title 2 Chapter 2 for a Park and Recreation Advisory Board .

WHEREAS, Section 2.215 sets for the Duties of the Secretary and requires a town employee to serve in this position;

WHEREAS, the Council does not believe that it is necessary to have an employee serve in this capacity and desires to amend this section.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Section 2.215 is deleted in it's entirety and replaced as follows:

Duties of the Secretary. A board member shall be elected by the board to act as the Secretary for the Board. The Secretary will prepare the agendas, notify Board members of all meetings as well as special called meetings at least forty-eight(48) hours prior to the meeting, transcribe minutes from the regular and special meetings, maintain and ensure that that the minutes and records are sent to the City Recorder for the Town of Ashland City. Any advertisement for meetings shall be coordinated between the Secretary and the City Recorder.

All other provisions of Title 2, Chapter 2 shall remain in effect.

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

First Reading: October 8, 2024

Second Reading: November 12, 2024

Mayor Gerald Greer

City Recorder Mary Molepske

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33501-2548275	Edison ID 77734-100	Contract # 77734-100	Amendment # 2		
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Amendment Purpose & Effect(s) To decrease the maximum liability of the contract.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: April 2, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$-150,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$10,000.00				\$10,000.00
2025	\$10,000.00				\$10,000.00
2026	\$10,000.00				\$10,000.00
2027	\$10,000.00				\$10,000.00
2028	\$10,000.00				\$10,000.00
TOTAL:	\$50,000.00				\$50,000.00
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>				<p><i>CPO USE</i></p>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT 77734-100**

This Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifty thousand dollars (\$50,000.00) ("Maximum Liability").

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

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

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

SIGNATURE	DATE
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PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER	DATE
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SPECIAL INDUSTRY AGREEMENT

C

Between
VOLUNTEER STATE COMMUNITY COLLEGE
 And
ASHLLAND CITY FIRE DEPARTMENT

This Agreement is entered by Volunteer State Community College, hereinafter referred to as "Institution," and Ashland City Fire Department hereinafter referred to as "Company."

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. **INSTITUTION RESPONSIBILITIES.** The Institution shall provide up to 24 hours total training hours for Company employee(s) for the Refresher Course-Basic-Advanced. (See schedule below) The training is being provided to individual(s) identified by COMPANY who are currently employed with COMPANY.

Course Title & CIP Code:	Refreshers – Basic, Advanced, No-Academic Credit Course, TN State Approval
Course Description:	The EMT Refresher Courses are designed to update and enhance the knowledge and skills of Emergency Medical Technicians (EMTs). This concise program serves as a comprehensive review of essential topics, including patient assessment, trauma and medical emergencies, airway management, and basic life support techniques.
Instructor(s):	The Institution agrees to provide one instructor(s) for all Refresher Courses-Basic-Advanced. Instructor will be Rick Hiltz
Beginning Date:	12/02/2024
Ending Date:	12/04/2024
Day and Time:	Monday, Tuesday, from 9:00 a.m. to 5:00 p.m each day. See attached class EMT Course Schedule (specific times are subject to change with approval of both parties)
Location:	Ashley City Fire Department, 402 Main St, Ashland City, TN 37115
Maximum Number of Participants Per Course:	12
Length of Course:	24 clock hours, see attached schedule. Students will be allowed to make up time missed when instructor is out due to illness or other unforeseen incidents at no extra cost.

Tuition Costs (per participant/term):	\$ 1,400.00 (Does not include books or uniforms)
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The Institution shall conduct the training in accordance with the applicable policies and procedures of the Tennessee Board of Regents and will award the appropriate credential(s) to each participant upon successful completion of the training.

B. COMPANY RESPONSIBILITIES. The Company shall:

1. Pay the tuition cost, tools, and supplies for each participant. Company shall make payment, on behalf of the participants, upon receipt of invoice by Institution.
2. Refer up to, but no more than, 12 participants to selected training courses.
3. Abide by the provisions of this agreement herein.

C. ADDITIONAL REQUIREMENTS. The parties further agree that the following shall be essential terms and conditions of this Agreement:

1. The Parties shall abide by all applicable Federal and State laws and regulations, including, but not necessarily limited to, those pertaining to discrimination, and hereby agree that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of each on the grounds of any classification protected by Federal or State law or regulation.
2. The parties acknowledge that Students’ education records (as that term is used in FERPA and its implementing regulations) are protected by the Family Educational Rights and Privacy Act (FERPA). Company agrees that Student permission must be obtained in writing by the Institution before the Institution may release any education records to Company.
3. Neither party shall be responsible for personal injury or property damage or other loss, except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. All claims against the Institution for property damage or loss resulting from acts or omissions or Institution through its employees or agents in performing its responsibilities under this Agreement shall be submitted to the Claims Commission of the State of Tennessee for disposition in accordance with the applicable provisions of the Tennessee Code Annotated. Damages recoverable against the State shall be limited to claims paid by the Claims Commission pursuant to TCS 9-8-301 et. seq.
4. This Agreement may be terminated by either party by giving written notice to the other at least five (5) days before the effective date of termination. In that event, the Institution shall be

entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date to include such costs as consultative time, preparation of materials, purchase of textbooks, and other instruction-related costs.

- 5. This Agreement may be modified only by written amendment executed and approved by appropriate parties as indicated on the signature page of this Agreement.

In witness whereof, the parties have, by their duly authorized representatives, set their signatures.

INSTITUTION: VOLUNTEER STATE COMMUNITY COLLEGE: _____ Signature Printed Name and Title: <u>Brett Stoller,</u> <u>Vice President for Business and Finance</u> Date: _____	COMPANY: ASHLAND CITY FIRE DEPARTMENT: _____ Signature Printed Name and Title: _____ _____ Date: _____
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Division Approved: _____ Signature Printed Name and Title: <u>Erik Jesse,</u> <u>Director of EMS</u> Date: _____	Division Approved: _____ Signature Printed Name and Title: <u>Kim Christmon,</u> <u>Dean of Health Sciences</u> Date: _____
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Chief Derek Noe, Fire Chief, Ashland City Fire Department, dnoe@ashlandcitytn.gov



Anna Winberg
Exercise Instructor
701 Cherrywood Court
Ashland City, TN 37015
(615) 636-1908



Town of Ashland City
Thrive 55+ Center
233 TN Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, Tennessee 37015

Contract for Services

This document shall serve as a contract between Anna Winberg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2024 – June 30, 2025.

Anna Winberg, Exercise Instructor

Gerald Greer, Mayor



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

Contact Name Chuck Walker Email cwalker@ashlandcitytn.gov
 Account Name Ashland City Fire Department
 Bill To 101 Court Street
 Ashland City, TN 37015
 Phone (615) 792-4531
 Date 7/31/2024
 Quote Expires 8/30/2024

TIPS

TIPS Contract #220105

Product	Description	Quantity	Unit Price	Total Price
EQUINOX	Rotating electro-mechanical siren, 525 Hz, low frequency, 48VDC, 125 dB(C).	2.00	\$10,241.00	\$20,482.00
2001TRBP	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	2.00	\$3,456.00	\$6,912.00
DCFCTBDH	DC Siren Control, VHF high band 136-174 MHz, two-way Kenwood 1000 series radio; includes standard sensor package (current, rotator, and intrusion); NEMA4X aluminum, DC 48V battery charger, two 48 VDC contactors and NEMA3R aluminum battery cabinet (requires (4) deep cycle marine batteries, sold separately).	2.00	\$9,474.00	\$18,948.00
OMNI-BVH-35	Omni-B series antenna, VHF High, 35' RF Cable. >150-168 MHz >168-175 MHz	2.00	\$480.00	\$960.00
AMB-P	Antenna pole mounting bracket	2.00	\$159.00	\$318.00
TK-IO-CUSTINS-ACDC	Turnkey Installation Includes: *New 50' class 2, wood pole *Framing of pole (siren head, transformer rectifier, control and battery box) *All conduits, disconnect and meter base (if required by customer) *Install antenna with proper grounding *Supply and install FVP batteries *All necessary materials and labor as outlined in Product manual Note: Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections or modifications required for the power connection are not included in the installation quote.	2.00	\$9,618.00	\$19,236.00
TK-IO-CUSTINS-STARTUP/SITE OPT	Siren startup and site optimization after power is connected.	2.00	\$1,188.00	\$2,376.00
TK-S-CPSYSOP	System Optimization to add siren to Control Point with Federal Commander	2.00	\$469.00	\$938.00
	Freight / Shipping & Handling / Propagation Studies and			



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

TK-SD-SYSDESIGN	Pre-Construction Surveying / Project Management	2.00	\$1,722.00	\$3,444.00
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Grand Total \$73,614.00



Accepted By

Agreement

Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____

Title: _____

Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

sales@capitolelectronics.com

F: 317-839-2662

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484**; Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.
3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.
4. Delivery, Terms and Services:
 - a. Delivery: 6-8 weeks, plus installation
 - b. Freight Terms: FOB University Park, IL (Factory)
 - c. Terms: Equipment: Net 30 Days upon shipment
 - d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - Effective 1-18-2021



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgement of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgement, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged

If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole liability for processing and collection of any claim of loss against the carrier.



Quote Number FWS073124ASH

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. T



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"consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
- E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
- G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
- I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil of the pole. Additional site restoration quotes are available.



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- K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
 - L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
 - M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
 - N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.
17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).
18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. NOTICES. All notices and claims in connection with the Contract must be in writing.
21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

Proposed By

Manufacturer's Representative
Erin Davis



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH
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