



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

October 07, 2025, 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 the September 2, 2025, Regularly Scheduled Workshop Meeting Minutes

PUBLIC FORUM

REPORTS

2. ATTORNEY: Jennifer Noe
3. CITY RECORDER: Mary Molepske
4. CODES DEPARTMENT: Allen Nicholson
5. COURT DEPARTMENT: Cynthia Hollingsworth
6. FINANCE DEPARTMENT: Will Duffel
7. FIRE DEPARTMENT: Chief Walker
8. HUMAN RESOURCE DEPARTMENT: Violet Black
9. PARKS BOARD REPORT - Councilman Smith
10. PARKS DEPARTMENT: Anthony Clark
11. POLICE DEPARTMENT: Chief Ray
12. PUBLIC WORKS DEPARTMENT: Clint Biggers
13. TECHNOLOGY DEPARTMENT: Justin Wheeler
14. THRIVE 55+ DEPARTMENT: Tammany Carter

UNFINISHED BUSINESS

- [15.](#) ORDINANCE 642: Rezone of Highway 12S - 2nd Reading
- [16.](#) ORDINANCE 634: Rezone - 111 Boyd Street - 2ND Reading

NEW BUSINESS

- [17.](#) RESOLUTION 2025-40: THSO GRANT Award Money Distribution to overtime line in Police Budget
- [18.](#) RESOLUTION 2025-41: Flat rate overtime pay for overtime for Police Officers
- [19.](#) CONTRACT: Senior Center used for Emergency Shelter
- [20.](#) Certificate of Compliance - High 5 Liquor and Vape LLC.
- [21.](#) CONTRACT: Joint Funding Agreement - United States Department of Interior.
- [22.](#) Bicentennial Trail - Phase 2 -Letter of Intent - Committee Scorecards and CSR professional quotation and proposal of Engineering Services.

[23.](#) RESOLUTION 2025-42 - Charitable Donations

24. RESOLUTION 2025-43: BUDGET AMENDMENT

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

[25.](#) LABTRONX- Sewer Project purchase- paid from contingency

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
September 02, 2025, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. Approval of August 5, 2025, Regularly Scheduled Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve August 5, 2025, minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

Mayor Greer stated before the department heads give their reports he wanted to announce and welcome our new finance director Will Duffel.

2. ATTORNEY: Jennifer Noe – stated she had nothing to add that is not already on the agenda.
3. CHIEF OF STAFF/CODES DEPARTMENT: Allen Nicholson – stated the codes department did 7 permits and 14 inspections. We had 86 property maintenance calls. Total revenue collected is \$ 36,017.76. We met with the Braxten Condos and engineers; the HOA is building out 2 of the bottom floors damaged by the flood and they are making 2 living spaces there. We had a follow up discussion with the developer on Frey Street; they presented their idea to the planning commission in August (Slow and Steady Lodge). Monell's is still moving forward. I worked with HR on some items and sat in interviews for new positions. I continue to work with the contractors for City Hall to finish the punch list items. We had a construction kick off meeting with GNRC, Public Works, City Recorder, and HR and city engineers. for the Pump Station Project. We worked with a homeowner on a shed in disrepair and it is going to be demoed. I worked on interview question for the property maintenance interview. Working through and writing the 2 PEP grants. I met with James, the CPA, regarding the Finance Director interviews. I have a meeting scheduled TDOT for the Trail Extension grant. I attended the CMFO Accounting 2 course. We had a dangerous structure on Gloria Circle. Working on the grading permit with Ingram. We completed the audit paperwork for the state of Tennessee Fire Marshal's office it is recurring every 3 years. Sleep inn is not completed but close. We issued a stop work order for a structure at the archery. We were at the Hotel doing an inspection and saw the construction.

ORDINANCE 642

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND ORDINANCE # 244, REZONING 4.06 ACRES OF PARCEL 046.01 OF CHEATHAM COUNTY TAX MAP 65, LOCATED AT 2055 HWY 12S.

WHEREAS R1 - This district is designed to provide suitable areas for low density residential development characterized by an open appearance. Most generally this district will consist of single-family detached dwellings.

WHEREAS C2 - This district is designed to provide adequate space in appropriate locations for uses which serve the needs of the motoring public

WHEREAS said portion of property requested to be amended and rezoned from R-1, Residential District, to C-2, Commercial District, is in the corporate limits of the Town of Ashland City; and

WHEREAS the Ashland City Planning Commission forwarded the request to the Mayor and the Council on August 11, 2025, with recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Ordinance 244 be amended approved.

BE IT FURTHER ORDAINED, ordinance #642 shall become effective 20 days after its final passage, the public welfare requiring it.

First Reading: _____

PUBLIC HEARING: _____

Second Reading: _____

Mayor Gerald C. Greer

City Recorder Mary Molepske



ORDINANCE NO. 634

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PROPERTY LOCATED AT 111 BOYD STREET, LOT #2 WITH 2.07 ACRES, PARCEL 005.00 OF CHEATHAM COUNTY TAX MAP 055C, PARCEL 005.00, FROM R-3 (RESIDENTIAL DISTRICT) TO R-4 PUD (PLANNED UNIT DEVELOPMENT).

WHEREAS, the Town of Ashland City has adopted a Zoning Ordinance and Official Zoning Map pursuant to the provisions of Title 13 of the Tennessee Code Annotated; and

WHEREAS, an application has been submitted to rezone certain real property located at **111 Boyd Street, Lot 2, Ashland City, Tennessee (Tax Map 055C, Parcel 005.00;** and

WHEREAS, said property consists of approximately **2.07 acres;** and

WHEREAS, the request is to rezone the property from **R-3 (High Density Residential) to R-4 PUD (Planned Unit Development)** to allow for the development of a planned residential community; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission, at its meeting on **FEBRUARY 3, 2025**, reviewed the request and recommended approval of the rezoning; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

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 055C, Group S, Parcel 005.00, located at 111 Boyd Street be rezoned from R-3 (Medium-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-4 PUD 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

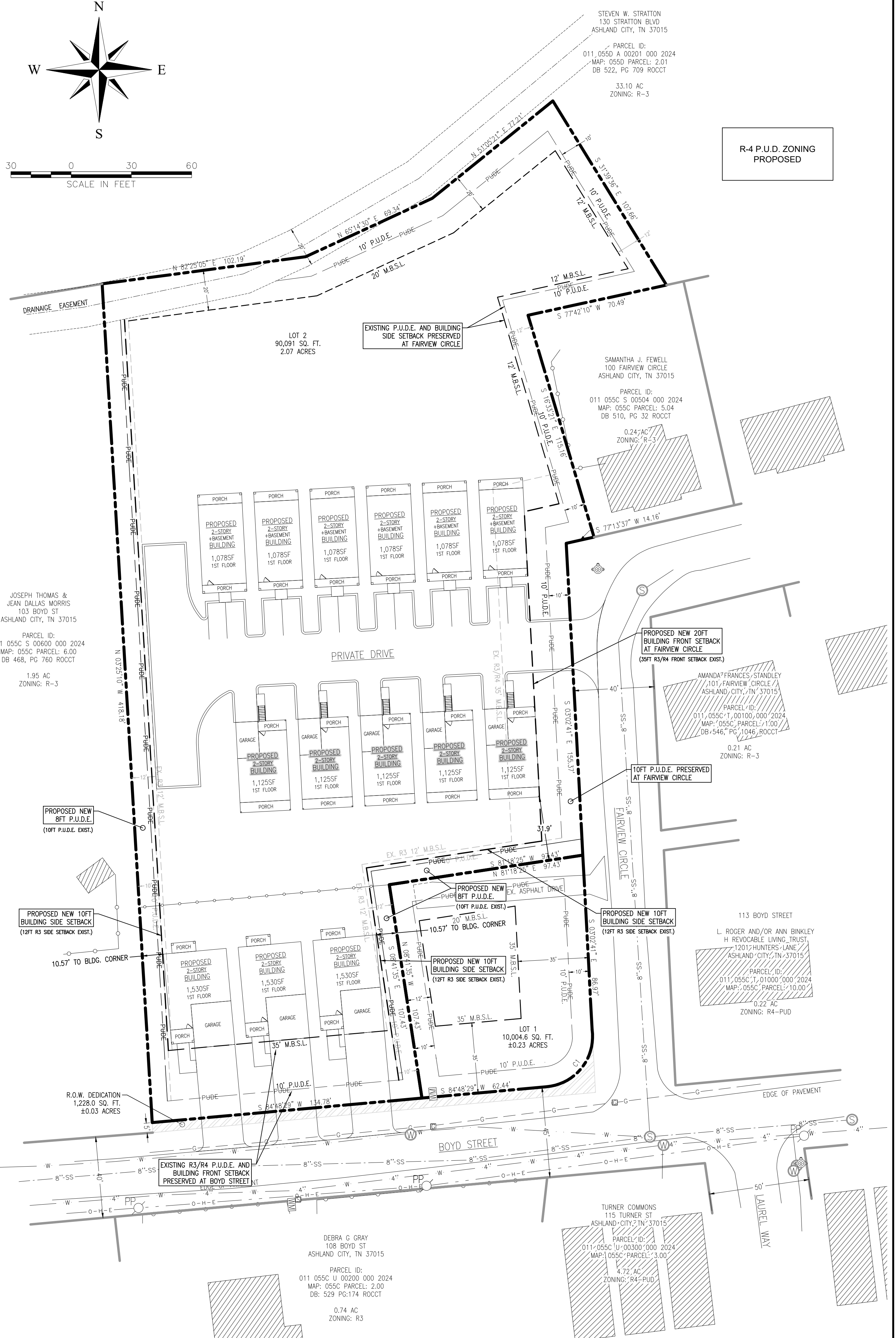
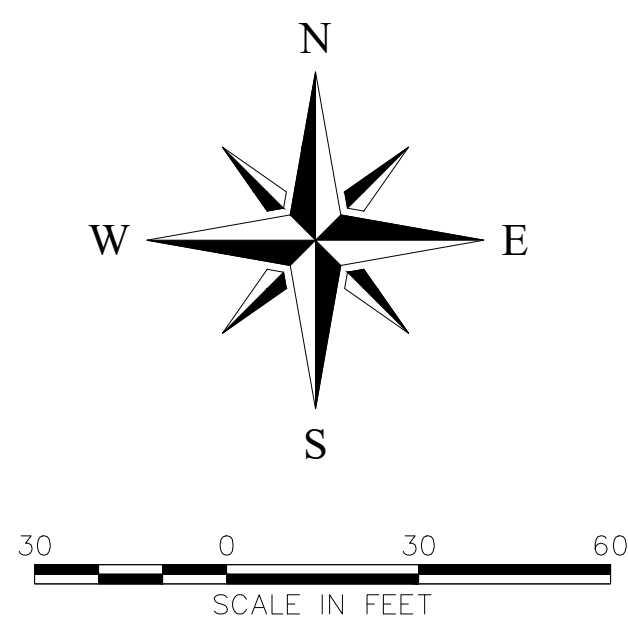
FIRST READING _____

PUBLIC HEARING _____

SECOND READING _____

MAYOR GERALD C. GREER

CITY RECORDER MARY MOLEPSKE



DRAWN BY:	DRL
CHECKED BY:	JML
PROJECT NO.:	C09224
<div style="text-align: center;"> <h1>SITE LAYOUT</h1> </div>	
<div style="display: flex; justify-content: space-between;"> <div>SHEET NUMBER</div> <div style="font-size: 2em;">C1.02</div> <div>ITEM # 16</div> </div>	

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March 10, 2025
Project No. 21-808.03

Town of Ashland City Public Works
Mr. Clint Biggers, Director
233 Tennessee Waltz Parkway
Ashland City, TN 37015

RE: Water and **Sewer Availability Study for the Boyd Street Downs Development.**

Dear Mr. Biggers:

This letter is in regard to the Water and Sewer service availability request for the Boyd Street Downs Development. According to information provided by the developer, the development consists of fourteen residential units. Three units fronting Boyd St. and the remainder along a proposed private drive off of Fairview Circle. The estimated water demand would be 2 gpm per unit for a total water demand of 28 gpm. The estimated sewer loading would be 350 gpd per unit for a total of 4,900 gpd. The sewer loading results in an estimated peak sewer flow of 13.6 gpm.

The following availability recommendations are made with reference to the Town of Ashland City Standard Specifications and Installation Guidelines for Construction of Infrastructure, the TDEC Wastewater Design Criteria, the TDEC Community Public Water Systems Design Criteria, and our familiarity with the Town's System.

The City's current water distribution system has available capacity to provide domestic services for the proposed development, given the site is designed with a public water main extension. The main extension is required due to water facilities not being present along the portion of Fairview Circle containing the proposed private. Fire flows for the site are confirmed and no additional fire hydrants are required. See attached concept sketch for the public water main extension.

The City's current sewer collection system has available capacity to accept the estimated peak flow from the proposed development. The three units fronting Boyd Street should individually tap directly to the existing gravity main on Boyd Street. The remaining eleven units located on the proposed private drive should be designed with gravity collection tied to the existing gravity main located within the ROW of Fairview Circle. See attached concept sketch for the public sewer extension.

This availability applies to the specific scenario presented in the developer's request for water and sewer availability. If the proposed development changes, then a new availability study will be required.

If you have any questions, call or email at, 614-247-0154 or phil.casterline@csrengineers.com

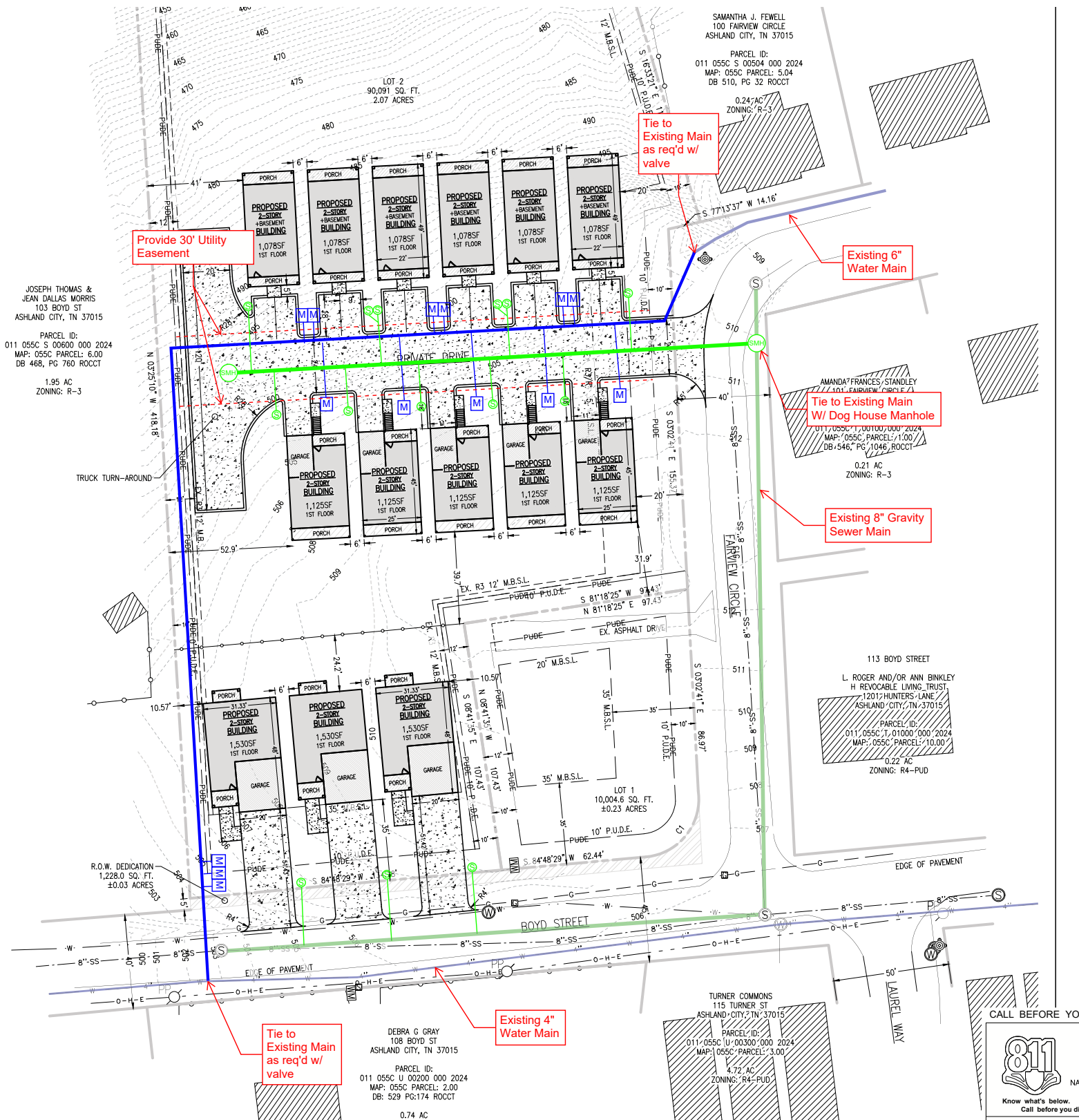
Sincerely,
CSR Engineering, Inc.



Phillip Casterline, P.E.
TN License # 119354

Attachment: Boyd Street Downs - Water and Sewer Concept Sketch

CC:
Allen Nicholson, Building and Codes Director
Martin Azer, Developer



RESOLUTION 2025-40

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE USING THE THSO GRANT MONEY AWARDED TO THE OVERTIME LINE IN THE BUDGET FOR THE POLICE DEPARTMENT.

WHEREAS the police department was awarded a grant to pay the cost of officers working overtime.

WHEREAS funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025, through September 30, 2026.

WHEREAS the funds from the grant will be added to the line for overtime pay in the budget.

WHEREAS we may not incur costs until we have received a fully executed contract which must be signed by the TDOSHS Commissioner no earlier than October 1, 2025.

WHEREAS every grant is assigned to a project director who has subject matter expertise in the area of monitoring grants and provides timely, appropriate feedback.

WHEREAS monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.

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

We, the City Council, meeting in Regular Session on this the 14TH day of October, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

RESOLUTION 2025-41

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE PAYING OFFICER'S WORKING OVERTIME A FLAT RATE OF \$50.00 PER HOUR FOR WORKING OVERTIME DOING THE SATURATION PATROLS.

WHEREAS the police department was awarded a grant to pay the cost of officers working overtime; and

WHEREAS funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025, through September 30, 2026, to cover the overtime rate of pay; and

WHEREAS. We request to pay the officer's working overtime a flat rate fee of \$ 50.00 per hour to ease the reporting process of the grant money;

WHEREAS only full-time officers will be eligible to work overtime and receive the \$50.00 per hour.

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

We, the City Council, meeting in Regular Session on this the 14th day of October, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

<p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p>

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.

9. Fee (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per _____ Select _____ for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

Parties and Facility

Owner:

Legal name:

Town of Ashland City
Senior Citizens Center

Address:

104 Ruth Drive
Ashland City, TN 37015

24-hour Point of Contact:

Name and title:

~~Melissa Womack~~ *revised*

Work phone:

~~(615) 714-0608~~

Cell
phone/pager:

Address for Legal Notices (only if different from address above):

101 Court Street

PO Box 36

Ashland City, TN 37015

615-792-3629
Tammy Carter

Tammy Carter
Ashland City, TN
gov



Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's [Facility/Shelter Opening/Closing Form](#) to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. **Custodial Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

DCS JT DMWT Facility Use Agreement V.1.0 2016_08_10

Owner: Disaster Cycle Services

Author: Deploy Materials, Workers and Technology Process

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name)

Town of Ashland City
Richard Johnson

By (signature)

Name (printed)

Title

Date

THE AMERICAN NATIONAL RED CROSS

(legal name)

Kevin Watt

By (signature)

Name (printed)

Title

Date

TOWN OF ASHLAND CITY

Application for Limited Certificate of Compliance for State Licensure for Sale of Package Liquor \$500.00 Fee

THIS SECTION FOR CITY USE ONLY:

Date Application Filed: / / Time: _____ Receipt No. _____ Amount Paid: _____ Cash: _____ Check# _____ Application for: <input type="checkbox"/> Retail sale of packaged alcoholic beverages <input type="checkbox"/> Renewal	City Attorney review completed by: _____ on _____ BOARD ACTION: Granted: / / Issued: / / Denied: / / Deferred: / / Withdrawn: / /	Zoning: _____ Map No. _____ Parcel No. _____ Street Address: _____ Property Inspection completed by: _____ on: _____ Location Approved: _____
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ANSWER ALL OF THE FOLLOWING QUESTIONS:

APPLICANT IS SEEKING A PERMIT WHICH WOULD ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR:

OFF-PREMISES PACKAGED LIQUOR SALES ONLY

I hereby make application for a Limited Certificate of Compliance from the Town of Ashland City, Tennessee as provided for in the Tennessee Code Annotated 57-3-208, et seq., and the Town's Retail Alcoholic Beverage Ordinance#340 and the amendments thereto and base my application upon the answers to the following questions:

1. Name of Applicant: Youssef Tadros
2. Birth date of applicant: 04/24/2001 Age at time of applicant: 24
3. Residential address of applicant: 1019 Watergate Dr
City: Smyrna State: TN Zip: 37167
4. How long a resident of Cheatham County: N/A
5. Does applicant presently hold and elected office or is seeking an elected office in the next election? NO
6. Other states of residency: N/A
7. Present occupation or business: _____ How long? _____
If employed, name and address of employer: _____
8. Name of business for which permit is sought: HI 5 LIQUOR & VAPE LLC

Phone: 929-360-8023 Contact person: YOUSSEF TADROS

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9. Address of the location of the business for which a permit is sought: 503 N MAIN ST, ASHLAND CITY, TN 37015

10. Name(s) of the owner of the property: ASHLAND CITY LLC

Deed Book and Page No. N/A Lease Expiration Date: 09/30/2030
(Attach a copy of the executed lease or recorded deed of ownership hereto)

11. List persons, firms, corporations, joint stock companies, syndicates, or associations, having at least a five (5%) percent ownership interest in the applicant. Complete in detail. Attach a separate sheet if necessary. If corporation, give address of applicant's principal place of business.

Name of Individual Applicant Partners, or Officers and Directors	Title Percentage	Home address and Telephone Number	Date and Place of Birth	Race and Sex	SSN	U.S. Citizen Y or N
Please see attached	Statement			M		

12. Previous Address of Applicant: N/A

13. If Applicant is an individual, give name and date and place of birth of spouse: N/A

14. If Applicant is a corporation, give name and date and place of birth of any spouse of anyone having a 5% or greater interest in the business corporation or partnership:

Name: N/A Date/Place of Birth: N/A

Name: N/A Date/Place of Birth: N/A

15. For corporations that are not publicly traded:

Registered Name of Corporation: HI 5 LIQUOR & VAPE LLC

Date and Place of Incorporation: 08/13/2025 - Ashland City TN

If foreign corporation, give date of certificate of authority: N/A

16. List stockholders having five (5%) percent or more ownership interest in the business:
(attach a separate sheet if necessary)

2 | Page

Name of Stockholder First, Middle, Last	%	Home Address and Telephone Number	Date and Place Birth	Race and Sex	SSN:	U.S. Citizen Y or N
Please see attached Statement						

17. FOR CORPORATION ONLY:

At regular or special meeting held on the 13TH day of AUGUST, 2025, by the Applicant, it was resolved that said application be filed with the Town of Ashland City and that YUSEF TADROS, MEMBER (name or officer and title) or YUSEF TADROS, MEMBER (name of officer and title) is/are hereby authorized to execute said application and any other papers required by the Board.

18. Designate the person or persons who will be in charge of the operations on the premises including in the absence of the Applicant.

Name of Stockholder First, Middle, Last	Home Address and Telephone Number	Date and Place Birth	Race and Sex	SSN:	U.S. Citizen Y or N
Please see attached Statemer					

19. Conviction Record: Has any person, firm, joint-stock company, syndicate, or association having at least a five (5%) percent ownership interest in the Applicant been convicted of any violation of the laws against possession, sale, manufacture, or transportation of alcoholic beverages, or any crime either a felony or misdemeanor?

☐ Yes ☒ No

If yes, list below:

N/A

3 |

Name First Middle Last	Charge(s)	Date of Conviction	Disposition	Location, Court, County and State
N/A	N/A	N/A	N/A	N/A

20. Name and address of representative to receive the annual tax notice and other communications:
YOUSSEF TADROS

21. Is the building to be licenses located within 300 feet of any church, school, public institution, or public meeting place? ☐ Yes ☒ No

22. Has the Applicant ever had a liquor permit revoked, suspended, or denied in the State of Tennessee?

☐ Yes ☒ No

If yes, explain: _____

23. Does applicant hold a license for Liquor-by-the-Drink with the State of Tennessee?

☐ Yes ☒ No

24. Are you familiar with the laws of the State of Tennessee governing the retail sale of package liquor?

☒ Yes ☐ No

25. Does applicant hold a license or permit to sell beer? ☐ Yes ☒ No

Applicant hereby solemnly swears that each and every statement in the foregoing application is true and correct; that the Town of Ashland City will be notified promptly if there is a change in circumstances that affect the responses provided in this application; that (1) no sale shall be made to anyone under twenty-one (21) years of age; (2) no person, firm, corporation, joint-stock company, syndicate or association having at least a five (5%) percent ownership interest in the Applicant has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; (3) no person employed by the Applicant in such distribution or sale has been convicted of any violation of the laws against

4 | Page

possession, sale, manufacture, or transportation of any alcoholic beverages or any crime involving moral turpitude within the past ten (10) years; and (4) the Applicant is not a specially designated national and has legal status to hold a permit of any other U.S. Citizen might possess.

If any statement herein is false, the Application shall become void in its entirety and a new application will not be accepted for a minimum of 90 days.

Attached to this application form is the following required documentation:

Copy of application to the Tennessee Alcoholic Beverage Commission

Copy of valid Tennessee Driver's License or other photo identification

Actual newspaper ad and certification of publication

Copy of lease, Bill of Sale or deed on property to be used for retail sales

List of personal referenced (non-related)-form provided

Sworn to and subscribed before me this the 11th day of September, 2025

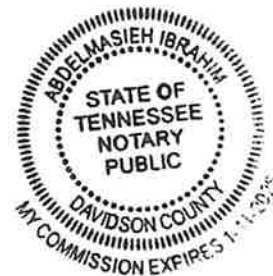
Signature of Applicant: Hauslef Tadros

[Signature]
NOTARY PUBLIC

My Commission Expires: 01/11/2026

Note: State law allows up to 60 days to process this application.

[Signature]



Business Name

HI 5 Liquor & Vape LLC

Statement of list of members of the LLC

Members:	Description	Ownership %
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Youssef Tadros 1019 Watergate Dr Smyrna TN 37167 04/24/2001 114-96-8715 (929)360-8023 Male - White Yes	16.67%
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Soliman I. Hanna 4727 Woodrow PL Arrington, TN 37014 12/16/1978 104-96-1802 646-886-4036 Male - White Yes	16.67%
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Sabry Mosaad 2017 Hackensack Ln Smyrna TN 37167 07/01/1985 867-05-3674 551-263-6017 Male - White Yes	16.67%
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Ramy Sidhom 2013 Hackensack LN Smyrna TN 37167 04/10/1987 174-29-0489 631-532-7790 Male - White Yes	16.67%
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Emad Maany 2016 Hackensack LN Smyrna TN 37167 08/10/1987 146-21-7136 646-797-6225 Male - White Yes	16.67%
Name: Address: DOB: SSN: Tel: Race and Sex: US Citizen:	Emad Bebawy 820 Clematis DR Smyrna TN 37167 04/05/1985 346-35-4512 646-727-5143 Male - White Yes	16.67%



TENNESSEE
THE VOLUNTEER STATE

DRIVER LICENSE

HANNA
SOLIMAN IBRAHIM

ARRINGTON, TN 37014-1420

DL NO. [REDACTED]

DOB **12/16/1978**

EXP **06/23/2033**

ISS **06/23/2025**

REST NONE

CLASS D

END F

781216

SEX M
HGT 5'-08"
DD 9262506231253725


EYES BRO



DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN



DL NO. **147050241** DOB **07/01/1985**
EXP **07/01/2029** ISS **03/02/2022**
CLASS **D** END **F**
REST **NONE**
SEX **M** HGT **5'-06"** EYES **BRO**
DD **3402203020845030** **DL**
MOSAAD
SABRY GAMIL FEKRY
1017 HICKENSACK LN
SMYRNA, TN 37167

50616 no band

DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

DUP **USA TN**

DL NO. 446437133 **DOB** 04/10/1987
EXP 05/07/2029 **ISS** 01/24/2022
CLASS D **END** F
REST NONE
SEX M **HGT** 5'-08" **EYES** BRO
DD 3402201241617523
SIDHOM
RAMY ZAREEF AGAYBY
2013 HACKENSACK LN
SMYRNA, TN 37167

Ramy

DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN

DL NO. **446618723** DOB **08/10/1987**
EXP **05/28/2029** ISS **12/08/2022**
CLASS **D** END **F**
REST **01**
SEX **M** HGT **5'-07"** EYES **BRO**
DOB **3402212081210807** **DL**
MAANY
EMAD REFAT
2016 HACKENSACK LN
SMYRNA, TN 37167

Emad

DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN

DL NO. **146725503** DOB **04/05/1985**
EXP **06/18/2029** ISS **11/16/2021**
CLASS **D** END **F**
REST **NONE**
SEX **M** HGT **5'-06"** EYES **BRO**
DD **3402111161348627** **DL**
BEBAWY
EMAD GAMIL
120 CLEMATIS DR
SMYRNA, TN 37167

Emad



STATE OF TENNESSEE
ALCOHOLIC BEVERAGE COMMISSION

Davy Crockett Tower
500 James Robertson Parkway, 3rd Floor
Nashville, TN 37243
615-741-1602

www.tn.gov/abc

4420 Whittle Springs Road
Knoxville, TN 37917
865-594-6342

One Commerce Square
40 South Main Street
4th Floor, Suite 415
Memphis TN 38103
901-543-7284



540 McCallie Avenue, Suite 341
Chattanooga, TN 37402-2055
423-634-6434

Business Check, Money Order or Cashiers Check ONLY

APPLICATION FEE
NON-REFUNDABLE

APPLICATION FOR PERMIT TO SELL
ALCOHOLIC BEVERAGES

All signature spaces MUST
be signed and notarized

RETAIL PACKAGE STORE

Date: 09/11, 20 25

Name of Corp./LLC/LP, SP, etc.: Hi 5 Liquor & Vape LLC

hereby make application for a permit to sell alcoholic beverages at the following location.

Doing Business As: Hi 5 Liquor & Vape LLC

Business Address: 503 N MAIN ST Business Tel (929) 360-8023 Fax: ()

City: ASHLAND CITY State TN Zip Code: 37015 County: CHEATHAM

Mailing Address (if different from Business Address) 503 N MAIN ST, ASHLAND CITY, TN 37015
Street Address City State Zip

Email Address: JASONFINANCIALSERVICES@OUTLOOK.COM Web-Site Address: NONE

1. Have you and all partners (if any) been legal residents of the State of Tennessee for at least the preceding two years?
YES
2. Are you and all partners (if any) United States Citizens? YES All applicants must complete Form AB-0116 – Declaration of Citizenship.
3. Do you hold a public office (either appointive or elective), or are you a public employee (either National, State, City or County)? NO
4. Have you, partners, or any other person having any kind of interest in your business ever been convicted of any criminal offense under the laws of the State of Tennessee or of any other State or of the United States? If yes, please specify
NO
5. Have you, partners, or any other person having any kind of interest in this business ever been convicted of any offense under the laws of the State of Tennessee, or of any other State or of the United States prohibiting, or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling intoxicating liquors within ten (10) years preceding the date of this application? NO If yes, please explain on an additional sheet of paper and attach.
6. Have you or your partners (if any) ever been cited to appear before the Commissioner of Revenue or the Tennessee Alcoholic Beverage Commission and charged with a violation of the law or rules and regulations made pursuant to law?
NO

7. In whose name is the Alcohol Dealer Registration (TTB F 5630.5d) as a retail liquor dealer issued at this location?
Hi 5 Liquor & Vape LLC
8. Give the names and addresses of persons related to you by blood, marriage, or otherwise who own, operate, or have any interest either in a licensed Retail Store, Wholesale Distributor, Distillery, Supplier or Liquor-By-The-Drink establishment? NONE
9. Give the names and addresses of all persons other than those shown on this application who have any kind of interest, financial, stock ownership, loans, gifts, or securing loans, or otherwise, made for carrying on said business: NONE
10. Give the names and addresses of all persons other than those shown on the application who share in the profits from this business and state their interest: NONE
11. Give the name and address of the owner of the premises on which the business is to be located and the amount of the rental, if any. Also submit a copy of any lease agreement which has or may be entered into for this business.
ASHLAND CITY LLC 503 N MAIN ST, ASHLAND CITY, TN 37015
MONTHLY RENT IS \$8,000
12. Do you sub-lease or allow anyone to occupy any of the space covered in this lease? NO
 If so, state the name of the person and the type of business being operated.
13. Who will be in active control in the management of this business?
YOUSSEF TADROS
14. Give the name and address of any other business in which you or your partners, if any, are actively engaged.
HI 5 SMOKE LLC 2004 HIGHWAY 49 E PLEASANT VIEW TN 37146-8189
15. Do you employ some person not otherwise connected with your store to keep your books? NO
 If the answer is yes, give name and address of person.
16. Do you agree to accept full responsibility for the action of any member of the partnership or any person employed by you in the conduct of your business? YES
17. If this is an application for a renewal license, state whether you received any additional or new financial assistance, loans, or otherwise, during the previous year? N/A IT IS FOR NEW LICENSE
18. If the answer to question 17 is "yes", state all facts and details in connection with said financial assistance, loans, etc.
N/A
19. If you are indebted to the State of Tennessee for any tax, state the tax and amount.
NO
20. Furnish Tennessee Sales Tax Registration Number 1002687948-SLC
21. Give name and address of any relative employed by the Tennessee Alcoholic Beverage Commission
N/A

All data, written statements, affidavits, evidence or other documents submitted in support hereof, or upon bearing hereon, shall be deemed to be a part of this application.

The applicant or applicants agrees that the place for which application is made will be operated in conformity with Chapter 257, Public Acts of 1963, and in conformity with all applicable rules and regulations made pursuant to law, which are now, or may hereafter be, in force.

WARNING: "YOUR STATEMENT IS MADE UNDER OATH OR AFFIRMATION. PROVIDING OR INCOMPLETE INFORMATION ARE GROUNDS FOR REJECTION OF APPLICATION OR SUSPENSION OR REVOCATION OF PERMIT IF ISSUED. FALSE STATEMENTS OR INCOMPLETE INFORMATION ARE ALSO SUBJECT TO THE PENALTIES OF PERJURY UNDER TENNESSEE LAW"

* "THE ACCEPTANCE OF FEES DOES NOT GUARANTEE THE ISSUANCE OF A LICENSE OR PERMIT" *

Application authorized by Youssef Tadros

Print Name, Owner of Establishment

Youssef Tadros

SIGNATURE, Owner of Establishment



Youssef Tadros

Print Name, Applicant

Youssef Tadros

Signature of Applicant

Subscribed and sworn to before me this 11th day of September 2025



My Commission Expires 01/11/2026

[Signature]

Notary Public

The State of Tennessee and the Tennessee Alcoholic Beverage Commission are Equal Opportunity Employers. Discrimination, in any of its practices, which is based on age, race, sex, color, religion, national origin, disabling condition or any other non-merit factor is prohibited. Thus, the Tennessee Alcoholic Beverage Commission is an equal opportunity, equal access, affirmative action public entity.

FOR ADDITIONAL INFORMATION:

Contact the agency ADA Coordinator for this state agency: Assistant Director at 615-741-1602 or the Tennessee Office of Americans with Disabilities, Department of Personnel. Alternate formats of this notice are available on request.

PURCHASE AGREEMENT

WHEREAS, Ashland City Liquor & Wine Store, LLC (Roumani Henin, member) (“Seller”) is currently the holder of a retail liquor store license issued by the Tennessee Alcoholic Beverage Commission at the address, 503 N Main St., Ashland City, TN and doing business as Ashland City Liquor & Wine Store, LLC (“Business”);

AND, **WHEREAS** the Seller no longer wishes to operate a retail liquor store:

FOR VALUE RECEIVED, Seller a does hereby sell, assign and transfer to HI 5 LIQUOR & VAPE LLC (“Purchaser”), their successors and assigns, all of its right, title and interests in and to the Assets, equipment, and inventory of the business

TO HAVE AND TO HOLD the Assets to and for the use of Buyer and its successors and assigns forever. All representations, warranties, covenants and indemnities of Seller relating to the Assets are set forth in the Purchase Agreement.

THEREFORE, FOR VALUE RECEIVED, the undersigned, **Seller** on behalf of the Business, in Ashland City, Tennessee, hereby assigns, transfers, sets over and conveys any and all assets of the Business to **Purchaser** the following:

1. a. All of Seller’s remaining assets and the value of the inventory of Business located on the business premises at 503 N Main St., Ashland City, TN (the “Premises”);
- b. All rights of Seller to remaining wine, liquor, beer and other inventory stored or held in connection with the Business;
- c. All credits due or which may become due to Seller from wine wholesalers from return of wine and other inventory currently stored or held in connection with the Business;
- d. Any accounts receivable outstanding at the date of closing shall belong to Purchaser, or their Assignee;

e. Any cash, credit/debit charges and/or any other proceeds of the business present at the date of closing shall belong to Seller;

f. The rights of Seller, if any, in the name “**Ashland City Liquor & Wine Store, LLC**” and any other intangible rights of Seller held or used in connection with the Business or any of the assets of the property and rights conveyed herein, that Seller has full power and authority to execute and carry out this instrument and that the property and rights transferred hereunder are free, clear and unencumbered;

g. Any and all equipment in use by Business at business address, including but not limited to shelving, coolers, point of sale equipment and software; security systems, etc;

h. Any and all trademarks, logos, copyrights and social media accounts (and associated passwords) owned by Seller or the Business and associated with the business shall be transferred and/or assigned to Purchaser;

2. Seller covenants and warrants to Purchaser, or their Assignee, that the Estate is the true and lawful owner of the property and rights conveyed herein, that Seller has full power and authority to execute and carry out this instrument and that the property and rights transferred hereunder are free, clear and unencumbered.

3. Seller further covenants and warrants to Purchaser, or their Assignee, that neither the Seller nor the business is subject to any on-going or pending regulatory and/or criminal actions or investigations by any governmental agency—including, but not limited to the Tennessee Alcoholic Beverage Commission-- and that no outstanding citation issued by a governmental

agency exists. Seller further warrants that should any disciplinary action that resulted from the operation of the business while the Seller was licensed, Seller will be responsible for any sanctions that result thereof.

4. Seller further warrants and agrees that it is responsible for any and all debts that may be discovered while Seller operated the business—including but not limited to any outstanding debts to liquor wholesalers and any outstanding taxes payable to any governmental entity.

5. Purchaser will pay to Seller the total amount of two hundred fifty thousand dollars (\$250,000) under the terms of this contract, the Purchaser agrees to pay the Seller a total of two hundred fifty thousand dollars (\$250,000) in exchange for the business and its assets, including but not limited to shelves, coolers, and any equipment currently being used by the Seller. The payment will be made in full on or before the closing date, plus the value of inventory currently estimated at one hundred fifty thousand dollars (\$150,000) for a total purchase price on four hundred thousand dollars. However, the purchase price of four hundred thousand dollars (\$400,000.00) may be increased or decreased accordingly based upon the actual wholesale value of the inventory—using one hundred fifty thousand dollars as a starting point. Seller and Purchaser, or their Assignee, have cooperated with each other and with all wholesalers to document the amount of credits which are due.

Purchaser will pay Seller ten thousand dollars (\$10,000.00) down payment to be held in escrow and which will be deducted from the purchase price at the time of closing. If, for any reason outside of the Purchaser's control, the Purchaser is unable to obtain the off-premise consumption license issued by the Tennessee Alcoholic Beverage Commission, then the ten

thousand dollars (\$10,000) down payment made by the Purchaser shall be refunded in full to the Purchaser, and both parties shall be released from any further obligations or liabilities under this contract.

7. Should Seller's off-premise consumption license issued by the Tennessee Alcoholic Beverage Commission expire prior to the closing of this transaction, Seller shall take all necessary steps to properly renew the license at his cost. However, the purchase price of the business shall be increased by the total amount necessary to renew the license and applied toward the purchase of the assets of the business.

8. This Agreement is contingent upon the following:

(a) the issuance of a license to Purchaser to operate and conduct business of an off-premise consumption retail store licensee by the Tennessee Alcoholic Beverage Commission;

(b) Purchaser being able to own and sell the wine and other inventory, and any and all assets referenced in the bill of sale and associated with the current business located on the Premises at the time of closing;

(c) Purchaser's ability, to obtain a satisfactory lease with similar terms currently in place with Seller;

(d) Purchaser, being able to apply the credits assigned by Seller to Purchaser or their Assignee hereunder to the price for such wine and other inventory located on the Premises payable to the respective wholesalers for such items.

These contingencies are the Purchaser's contingencies. Purchase Agreement will be effective once the four contingencies set forth above have been obtained and satisfied.

11. Closing of this agreement shall take place once the Tennessee Alcoholic Beverage Commission has approved the off-premise consumption retail store license issued to Purchaser or to the Assignee. However, closing shall take place no more than thirty days after conditional approval or approval by the Tennessee Alcoholic Beverage Commission--unless both parties agree to do so in writing.

12. In addition to the execution and delivery of each party's Closing Deliverables, the parties shall do all other things which may be reasonably necessary, including the execution of all documents which may be required, to implement and effectuate this Agreement.

13. Except as set forth specifically herein, each party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated herein, including all costs of documentation, attorneys' fees, and other costs and expenses.

14. This Agreement shall be construed as to both the validity and performance and enforced in accordance with and governed by the laws of the State of Tennessee, without giving effect to the choice of law principles thereof.

15. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

16. This Agreement, and accompanying schedules and exhibits, contain the full and complete understanding of the parties hereto with respect to the acquisition of the Acquired Assets

and all other transactions contemplated herein, and supersedes all prior agreements or understanding among the parties hereto relating to the subject matter hereof. This Agreement may be amended, modified or supplemented only by written instruments signed by Purchaser and Seller. The Closing Deliverables and any other documents to be executed pursuant to this Agreement are incorporated herein by reference, and shall be deemed part and parcel of this Agreement as though printed fully herein. A breach of this Agreement or any of the Delivery Documents shall constitute a breach under all of said documents.

17. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller: Roumani Henin
5589 Dory DR
Antioch, TN 37013

If to Purchaser:
Youssef Tadros
1019 Watergate DR
Smyrna, TN 37167

18. In the event any one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall not in any way be affected or impaired thereby.

20. This agreement may be signed in counterparts and together, the signed copies will together form a single binding agreement.

IN WITNESS WHEREOF, this instrument has been executed this 12th day of August, 2025.

SELLER:

Roumani Henin

BY: Roumani Henin. Sole Member

PURCHASER:

Youssef Tadros

Youssef Tadros. Member

Date of this notice: 08-13-2025

Employer Identification Number:
39-3757692

Form: SS-4

Number of this notice: CP 575 B

HI 5 LIQUOR & VAPE LLC
YOUSSEF TADROS MBR
503 N MAIN ST
ASHLAND CITY, TN 37015

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3757692. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Tracking Number
B2025745315



Tre Hargett
Secretary of State

Articles Of Organization

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/businesses

Control #: 002042777
Filed: 08/13/2025 04:13 PM
Tre Hargett
Secretary of State

Entity Information

Entity Name: HI 5 LIQUOR & VAPE LLC

Entity Type: Limited Liability Company

Fiscal Year Ending Month: December

Additional Designation: (No additional designation)

Series LLC ?

☐ Yes ☒ No

Principal Office Address

503 N Main St
Ashland City, TN 37015
Cheatham County, USA

Mailing Address

503 N Main St
Ashland City, TN 37015
Cheatham County, USA

Period of Duration:

Perpetual

Will this filing have a delayed effective date?

☐ Yes ☒ No

Nature of Business (NAICS):

459991 - Tobacco, Electronic Cigarette, and Other Smoking Supplies Retailers

445310 - "Beer, Wine, and Liquor Stores "

Other Provisions:

The purpose of this company is to operate primarily as a liquor store, selling beer, wine, and spirits, with the additional offering of vape products.

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Registered Agent Information

HI 5 LIQUOR & VAPE LLC
503 N Main St
Ashland City, TN 37015, USA

Member Information

The Limited Liability Company will be: Member Managed

Do you have six or fewer members at the date of this filing?

☒ Yes ☐ No

Will this entity be registered as an Obligated Member Entity (OME)

☐ Yes ☒ No

Organizer's Signature

☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☒ The undersigned, acting as organizer of the limited liability company under the provisions of the Tennessee Revised Limited Liability Company Act, adopt the above Articles of Organization.

Signed Electronically: YOUSSEF TADROS

Date: 08/13/2025



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration

August 13, 2025

HI 5 LIQUOR & VAPE LLC
HI 5 LIQUOR & VAPE LLC
503 N MAIN ST
ASHLAND CITY TN 37015-1309

Letter ID: L1826885312
Account ID: 1002687948-SLC
Account Type: Sales and Use Tax

The above named taxpayer has filed an application for sales and use tax registration for the place of business at the below referenced location address. The Tennessee Department of Revenue issued this Certificate of Registration in accordance with Tenn. Code Ann. §§ 67-6-601 and 67-6-602. The Certificate of Registration must be publicly displayed at the location address for which it is issued. The tax account number and location number on this certificate are used by the Department to identify your account and must be shown on all correspondence and reports. The certificate is not assignable and is valid only for the above referenced taxpayer and for transactions of business for this registration. **In accordance with Tenn Code Ann. § 67-6-607, it is a Class C misdemeanor for any person to misuse a Certificate of Registration for the purpose of obtaining taxable property without the payment of sales or use tax when it is due. Such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.**

Tax Returns

All sales and use tax returns must be filed and associated tax payments made electronically to the Department. Taxpayers may do this at <https://tntap.tn.gov/eservices/>. Taxpayers should file the sales and use tax return according to their filing frequency on the 20th day of the month following the reporting period. If your business opens after the 20th of the month, you may report sales made during the remaining days of the month with the next reporting period. In order to avoid penalty and interest charges, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period. Taxpayers should always file a return for their business, even if they do not make any sales during a reporting period.

Detach here and display in public area



Tennessee Department of Revenue
Certificate of Registration
Sales and Use Tax

HI 5 LIQUOR & VAPE LLC
503 N MAIN ST
ASHLAND CITY TN 37015-1309

Effective Date: November 1, 2025
Account No.: 1002687948-SLC
Location No.: 1001874348
Filing Status: Monthly

David Gerregano
Commissioner of Revenue



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

EMAD BEBAWY

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

EMAD MAANY

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



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David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

RAMY SIDHOM

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

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Facsimile (615) 744-4289



David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

Attached is the response to your request for a criminal history record check on the following individual in which Tennessee information was found. NOTE: All aliases submitted have been searched.

SABRY MOSAAD

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994

DISPOSITION

(RETIRED 2025-08-01; DISPOSITION:RETIRED

RECEIVED: 0YEARS

0MONTHS 0DAYS 0HOURS AT % FINE 0

COST 0

PAID 0

SUSPEND: N SUS:N PYRS:0)

***** INDEX OF AGENCIES *****

AGENCY

METROPOLITAN NASHVILLE PD; TN0190100;

* * * END OF RECORD * * *

#####



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

SOLIMAN I HANNA

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

09/12/2025

YOUSSEF TADROS
1019 WATERGATE DRIVE
SMYRNA TN 37167

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

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Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

September 18, 2025

Ms. Mary Molepske
City Recorder
Town of Ashland City
233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015

Dear Ms. Molepske:

This is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Town of Ashland City for the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), during the period October 1, 2025 through September 30, 2026, in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$1,000 for a combined total of \$4,500. Please sign and return one fully executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 516-6399 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd Baumann
Acting Director, LMG Water Science Center

Enclosure
26MLJFATNDA085

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002544
Agreement #: 26MLJFATNDA085
Project #: ML009Z5
TIN #: 62-6000239

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,000 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$3,500 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000002544
Agreement #: 26MLJFATNDA085
Project #: ML00925
TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Drew Westerman
Assistant Director - Data Chief, AR/TN
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 516-6399
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Mary Molepske
City Recorder
Address: 233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5221
Fax: (n/a)
Email: mmolepske@ashlandcitytn.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax: n/a
Email: gs-w-lmg-agreements@usgs.gov


Customer Billing Point of Contact

Name: Jamie Winslett
Interim Finance Director
Address: PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5242
Fax: (n/a)
Email: accountspayable@ashlandcitytn.gov

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

By  Date: 09/25/25
Name: Todd Baumann
Title: Acting Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

September 18, 2025

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The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd Baumann
Acting Director, LMG Water Science Center

Enclosure
26MLJFATNDA085

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002544
Agreement #: 26MLJFATNDA085
Project #: ML009Z5
TIN #: 62-6000239

Fixed Cost Agreement YES[X] NO[]

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U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000002544
Agreement #: 26MLJFATNDA085
Project #: ML00925
TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

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Address: 401 Hardin Road
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Telephone: (501) 516-6399
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Mary Molepske
City Recorder
Address: 233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5221
Fax: (n/a)
Email: mmolepske@ashlandcitytn.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax: n/a
Email: gs-w-lmg-agreements@usgs.gov


Customer Billing Point of Contact

Name: Jamie Winslett
Interim Finance Director
Address: PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5242
Fax: (n/a)
Email: accountspayable@ashlandcitytn.gov

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

By  Date: 09/25/25
Name: Todd Baumann
Title: Acting Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Bid opening September 12, 2025 @ 2:00 PM

Bid closing September 12, 2025, @ 2:00 P.M.

BID TABULATION
CUMBERLAND RIVER BICENTENNIAL TRAIL BID OPENING
SEPTEMBER 12, 2025, 2:00 P.M..

BIDDERS

AMOUNTS

Kimley Horne.	
CSR Engineering.	
Collier Engineering	
SSR Engineering.	



CUMBERLAND RIVER BICENTENNIAL TRAIL BID OPENING

- | | |
|-----------------------------|-----------|
| 1. Wendy Waller | 2. _____ |
| 3. Cynthia F. Hollingsworth | 4. _____ |
| 5. Mary Maloppske | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |
| 19. _____ | 20. _____ |
| 21. _____ | 22. _____ |
| 23. _____ | 24. _____ |
| 25. _____ | 26. _____ |
| 27. _____ | 28. _____ |
| 29. _____ | 30. _____ |

SCORECARD -- REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES										
Evaluation Factor	Ratings (1-5)									
	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Firm 10
Experience & Competence related to the design and construction necessary for this project	Kimly Horn 5	CSK 5	Collier 5	SSK 3						
Capacity and capability of the firm to perform the work in question in a timely fashion	3	4	4	3						
Firm's proximity to and familiarity with the local project area	4	5	4	4						
References for firm from prior clients/projects	3	5	4	3						
Past Performance with the Town of Ashland City	3	5	0	0						
Specialized Experience regarding the Grant Funding associated with this project and similar grant projects	2	5	5	4						
Total	20	29	22	17						

Reviewer Name: Anthony Clark



SCORECARD -- REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

ITEM # 22.

Evaluation Factor	Ratings (1-5)									
	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Firm 10
Experience & Competence related to the design and construction necessary for this project	5	5	5	5						
Capacity and capability of the firm to perform the work in question in a timely fashion	2	4	5	4						
Firm's proximity to and familiarity with the local project area	3	5	4	4						
References for firm from prior clients/projects	2	5	5	3						
Past Performance with the Town of Ashland City	2	5	Na	Na						
Specialized Experience regarding the Grant Funding associated with this project and similar grant projects	2	5	5	5						
Total	16	29	24	21						

Reviewer Name:

Sherry H

SCORECARD -- REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES										
Evaluation Factor	Ratings (1-5)									
	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Firm 10
Experience & Competence related to the design and construction necessary for this project	Kimley-Horn 4	CSR 4	Collier 4	SSR 4						
Capacity and capability of the firm to perform the work in question in a timely fashion	2	5	4	4						
Firm's proximity to and familiarity with the local project area	3	5	4	3						
References for firm from prior clients/projects	2	5	4	2						
Past Performance with the Town of Ashland City	2	5	0	0						
Specialized Experience regarding the Grant Funding associated with this project and similar grant projects	4	5	5	5						
Total	17	28	21	18						

Reviewer Name: AKH

SCORECARD -- REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES										
Evaluation Factor	Ratings (1-5)									
	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Firm 10
Experience & Competence related to the design and construction necessary for this project	5	5	5	3						
Capacity and capability of the firm to perform the work in question in a timely fashion	2	5	5	3						
Firm's proximity to and familiarity with the local project area	4	5	4	3						
References for firm from prior clients/projects	2	4	4	1						
Past Performance with the Town of Ashland City	2	5	0	0						
Specialized Experience regarding the Grant Funding associated with this project and similar grant projects	2	5	5	5						
Total	17	29	23	15						

Reviewer Name: Mary McKeown



Ashland City
Tennessee



TDOT
Department of
Transportation

TOWN OF ASHLAND CITY

CUMBERLAND RIVER
BICENTENNIAL TRAIL - PHASE 2

September 2025



LETTER OF INTEREST

Prepared By

CSR
Engineering

September 9, 2025

Ms. Mary Molepske
City Recorder
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015

REFERENCE: Letter of Interest and Statement of Qualifications for Engineering Services
Related to the Cumberland River Bicentennial Trail - Phase 2 Project

Dear Ms. Molepske:

CSR Engineering, Inc. is pleased to be a part of the Ashland City community with three Tennessee offices to serve you all with one only a few miles away in Pleasant View. Including our Ashland City prior relationship, we have assisted several Tennessee cities and transportation entities with progression of many similar projects throughout the State.

CSR Engineering is TDOT pre-qualified as an engineer consultant for these services and have an unlimited status. We are properly trained and thoroughly experienced on similar projects under the Local Government Guidelines. The attached document shows that we have a solid track record of working with public authorities on multiple project types of TDOT Local Programs Projects, Surface Transportation Block Grants, FEMA, ARRA projects, Large and Small Municipality Projects with extensive State DOT experience.

We understand your project's background; we understand the scope of work; and we understand the process required to complete the NEPA, Design and Construction/CEI scope of work. With our experience and familiarity, we will provide professional services throughout the project and keep the City's staff well informed about the project progress.

We appreciate the opportunity to submit this Letter of Interest, and we would be delighted to compete in any extended phases of your selection process if requested. If you need additional information, please call us at (615) 247-5381.

Sincerely,



Jason L. Reynolds, P.E.
Civil Manager

Specialized Expertise:

The staff at CSR Engineering have the capacity to promptly meet the needs of the Town of Ashland City. The following table provides a list of CSR team members that will provide key services on this project.

Team Member	Role
Kevin Walker, PE	QA/QC, Principal Engineer
Jason Reynolds, PE	Project Manager
Chris Clay, RLS	Surveyor
Katherine Clifton, PG	NEPA Environmental Manager
Daniel Ashburn	NEPA Environmental Specialist
Barry Alexander, PE	Civil Engineer (Transportation)
Sean Coffelt, PE	Structural Engineer (as needed)
Phil Casterline, PE	Civil Engineer (Trans/Utility Coord.)
Madison Schricker, EI	Transportation Designer
Scott Butler	CEI Senior Inspector
Daniel Osborne	CEI Inspector & Party Chief
Michael Henley	CEI Inspector/Technician
Sarah Nowowiejski	Clerk/Office Admin

Based upon our understanding of the project and our efforts on other similar projects in Ashland City, we believe our team has the federal (FHWA), state (TDOT), and local (Ashland City) experience necessary to successfully complete the project better than any other firm.

We believe this staff's specialized capacity in transportation projects as well as other team members' added assistance will ensure the quick and diligent completion of the project's tasks with the result being a high-quality construction installation of the TAP improvements at the trail/street locations.

DATA COLLECTION EQUIPMENT:

- GPS and Robotic Survey Instruments
- Aerial Imagery UAV (Drones)
- Submersible imagery UAV
- Vehicle Turning Movement and Volume Counters

FIELD INSPECTION EQUIPMENT:

- Compaction Testing - Nuclear Moisture/Density Gages
- Concrete Air Meters
- Slump Cones
- Field Tablets & Program
- Specific Inspection Forms

PERSONNEL CREDENTIALS:

- Licensed Professional Engineers
- Licensed Professional Geologists
- Licensed Surveyors
- Level I & Level II TDEC EPSC
- TDOT Certified CEI Firm
- CPESC Certified Personnel
- TDEC Qualified Hydrologic Professional IT
- Certified Environmental Specialists
- Wetlands Delineation Certified Technicians
- TDOT Cert. Asphalt Roadway Inspectors
- TDOT Cert. Asphalt Plant Inspectors
- TDOT Certified Concrete Technicians
- TDOT Certified Soils/Aggregate Technicians
- LEED Accredited Professional
- OSHA 10-hr Construction Safety Certs.
- TTAP Certified Traffic Control / Flagmen
- FAA Licensed UAV Pilots
- Nuclear Gage Technicians

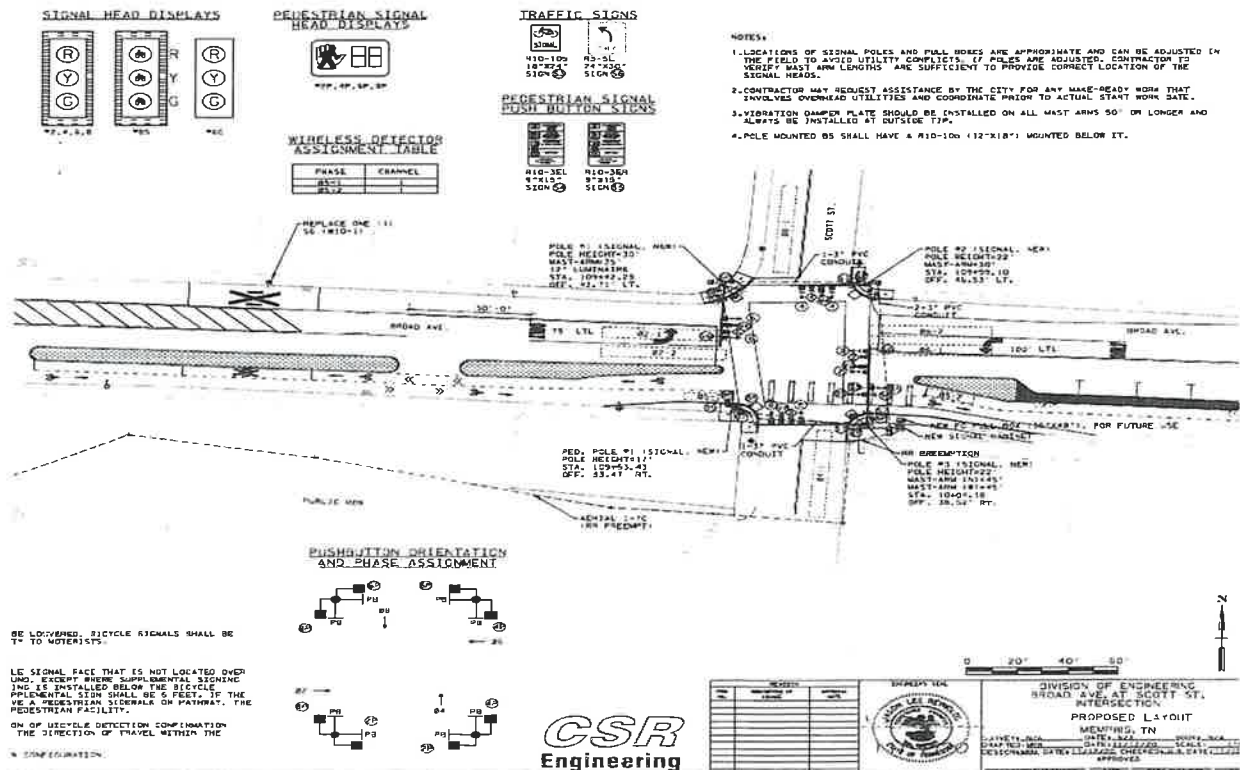
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Experience with similar TDOT/FHWA and Town of Ashland City projects (w/ references):

Our understanding is that this project involves extension of an existing trail and walkway installation and any necessary pedestrian ADA improvements -- all following the TDOT Local Programs Development Office policies. We have performed NEPA, Design and CEI on many of the projects shown on our map across the country under various jurisdictional regulations. Our broad base of similar projects in multiple locations coupled with a close relationship with the Town of Ashland City and TDOT results in the best end-product possible for this TAP/trail improvement project. We hope to reveal our broad geographic experience with applicable aspects from various projects and how we can apply that experience for the City.



CSR Project Map



Work Experience in the Required Disciplines with TDOT and other Clients

The following are some of the transportation projects that CSR Engineering has managed recently that have a scope of work very similar to your subject greenway/trail project. Our projects vary in size and scope and reveal a vast yet very similar project experience that will provide clear and immediate value to your construction process via our highly qualified inspection team. Moreover, the projects reveal our experience with TDOT Local Programs, TDOT Divisions and Multimodal sections, many municipalities and the related funding of state and federal construction projects throughout Tennessee.

Recent Project Experience (Last 5 Years)

<i>City of Springfield Batson Parkway Extension TDOT STBG Conversion CEI Only</i>	<i>City of Savannah Resurfacing STBG Project TDOT NEPA-CEI</i>
<i>City of Springfield \$2.6M Resurfacing STBG TDOT Project Initiation Assistance</i>	<i>City of White House SR76 Widening and Sidewalks TDOT LPDO CEI Only</i>
<i>City of LaFollette 2015 Asphalt Resurfacing Project TDOT LPDO NEPA-CEI</i>	<i>City of White House Hester Drive Resurfacing, Sidewalks Design & CEI</i>
<i>City of White House Recreational Trails Grant Project TDEC Design & CEI</i>	<i>City of Morristown Roadway, Signal Safety Project</i>
<i>City of Memphis Traffic Signals, RR Crossing, Sidewalks TDOT Multimodal Design & CEI</i>	<i>City Lebanon Quiet Zones 2015 Design & CEI</i>
<i>City of Ridgetop Roadway Acceptance Inspections CEI</i>	<i>City of Newport Roadway, Signal, & RR Safety TDOT Multimodal Design & CEI</i>
<i>City of Knoxville Road/Bridge Repair Loves Creek Rd. Design & CEI</i>	<i>City of LaFollette 2017 Asphalt Resurfacing Project TDOT LPDO NEPA-CEI</i>
<i>City of White House SR258 Widening TDOT LPDO Design & CEI</i>	<i>City of Greenbrier Roadway Widening & RR Safety TDOT Multimodal Design & CEI</i>
<i>City of White House US31W Traffic Signal TDOT Design & CEI</i>	<i>City Of LaFollette Dossett Lane TDOT LPDO NEPA & CEI</i>
<i>White House Sage Rd Retaining Wall & Sidewalks CEI Only</i>	<i>City Of LaFollette Beech Street & Bridge Replacement TDOT LPDO NEPA-CEI</i>
<i>White House Bikepath and Sidewalks (US31W) TDOT LPDO Design & CEI</i>	<i>City of Ridgetop Resurfacing 2015 Design & CEI</i>
<i>City of LaFollette SR63 Sidewalks TDOT LPDO Design & CEI</i>	<i>White House Asphalt Pavement Management</i>
<i>City Lebanon Quiet Zones 2017 Design & CEI</i>	<i>RTA Music City Star Track Rehabilitation 2017 CEI Only</i>
<i>City of Knoxville CSX Bridge Repair Ed Shouse Dr. Design and CEI</i>	<i>City of White House Multi-Use Path Phase II (US31W) NEPA-CEI</i>
<i>City of Knoxville Bridge & Sidewalks Sutherland Ave. Design & CEI</i>	<i>City of Memphis (MATA) RR Crossing & Sidewalks TDOT Multimodal Design & CEI</i>

Our biggest advocates are our continually returning clients. CSR maintains a solid track record of clients that utilize our services on a recurrent basis. Once projects are complete, more work is needed. Due to repeated satisfaction, our clients return without fail. As you can see below, CSR has a multitude of local and state government clients. We highly encourage contact with these entities to receive an unbiased evaluation of our engineering efforts on many projects that will be similar to yours in Ashland City.

Mrs. Karen J. McKeehan, P.E.
City of Knoxville
Department of Engineering
1400 Loraine Street
Knoxville, TN 37921
Office: (865) 215-6125

Mr. Randall Tatum, P.E.
City Traffic Engineer
City of Memphis, Engineering
980 S. Third St.
Memphis, TN 38106-2084
(901) 576-6710

Mr. Jeff Baines, PE
Commissioner of Public Works
City of Lebanon
410 Park Drive
Lebanon, TN 37087
(615) 444-0825

Mr. Dan Pallme
Multi-Modal Transportation
Resources, TDOT
Suite 1200, James K. Polk Bldg.
Nashville, TN 37243
(615) 253-1051

Ms. Simchah Edwards
Trans. Program Monitor
Local Programs Office, Ste 600
TDOT, James K. Polk Bldg.
Nashville, TN 37243
(615) 741-5323

Mr. Blake Walley
City Manager
City of Savannah, TN
140 Main St
Savannah, TN 38372
(731) 925-3300

Mr. Clayton Moore
Director of Public Works
City of Springfield
2809 Clinard Drive
Springfield, TN 37172
(615) 384-2746

Mr. David Martin
Multi-Modal Transportation
Resources, TDOT
Suite 1200, James K. Polk Bldg.
Nashville, TN 3724
(615) 253-1048

Mr. Randy Carroll
Mayor
City of Shelbyville
201 North Spring Street
Shelbyville, TN 37160
(931) 684-2691

Ms. Annie Powell
Director Grants, Tech, Research
Chattanooga Area RTA
1617 Wilcox BLVD
Chattanooga, TN 37406
(423) 629-1411

Mr. Gerald Herman
City Administrator
City of White House
105D College Street
White House, TN 37188
(615) 672-4350

Mr. Allen Nicholson
Chief of Staff
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015
(615) 533-8357

Professional Licensure:

CSR has planned for several licensed engineers, surveyors and professional environmental specialists to conduct the design, permitting and construction services for this project as listed in other sections of this Letter of Interest. We also reveal below the necessary TDOT specific Firm and Individual certifications that are required to complete this work under the TDOT Local Programs Development Office requirements.



Capability to perform the work for the duration of the contract:

Mid-Size Firm - Appropriate Resources

Although CSR plans to continue our growth, we intend to maintain our competitively low overhead and high labor utilization of all employees. As a mid-size engineering firm that means our employees are continually active on projects in design and construction with tightly controlled non-attributable hours. This works to the benefit of all our clients whether they hire CSR on a time basis or fixed project fee. The hiring process of CSR Engineering is very meticulous to screen and prioritize those positions so that each new employee is immediately a critical contributor to our team. Moreover, we continually update to the latest versions of all accounting, project management, CAD and engineering analysis software so that no time is unnecessarily wasted on slow or incompatible files.

We also understand that there are other firms who provide quality engineering and related services. CSR Engineering continues to develop relationships with those top-notch firms that complement and supplement the resources we have in place. Most often those firms have a niche expertise that aligns with our clients' needs, but other times they serve as additional resources for our existing personnel capabilities. With all that said, our firm's efficient management and effective teaming will complete your project with unwavering engineering judgment at a competitive rate. We foresee potential subconsultant services for the lab testing portion of the CEI phase, unless Ashland City prefers to utilize TDOT Region 4 Labs.

Staff Availability

Team Member	Role	Fall 2025	Winter 2025	Spring 2026	Summer 2026	Fall 2026	Winter 2026
Kevin Walker, PE	QA/QC, Principal Engineer	50%	50%	50%	50%	50%	80%
Jason Reynolds, PE	Project Manager	40%	40%	50%	50%	50%	50%
Chris Clay, RLS	Surveyor	70%	70%	80%	70%	70%	80%
Katherine Clifton, PG	NEPA Manager	50%	50%	35%	50%	50%	80%
Sean Coffelt, PE	Project Engineer	20%	20%	20%	20%	20%	60%
Phil Casterline, PE	Project Engineer	20%	20%	20%	30%	30%	60%
Barry Alexander, PE	Project Engineer	50%	50%	50%	50%	50%	80%
Daniel Ashburn	NEPA Specialist	70%	70%	35%	50%	70%	80%
Madison Schricker, EI	Project Engineer	50%	50%	50%	60%	70%	70%
Scott Butler	CEI Senior Inspector	50%	50%	50%	60%	70%	70%
Daniel Osborne	CEI Inspector & Surveys	20%	20%	20%	20%	20%	60%
Michael Henley	CEI Inspector/ Technician	20%	20%	20%	30%	30%	60%
Sarah Nowowiejski	Clerk/Office Admin	20%	20%	20%	40%	60%	80%

2025-036

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Size of project and unlimited prequalification status:

TDOT Prequalification for Firm

CSR Engineering, Inc

PRE-QUALIFIED FIRM

Firm's Web Site:

Pre-qualification Expiration Date:

4/29/2028

Qualification Type:

Unlimited

DOT-CS-100 Form Firm Disciplines

Firm Contact: Mr. Kevin Walker
Email Address: kevin.walker@csrengineers.com
Phone: (615) 212-2389

Title: Principal Engineer

201D Highway 49E
Pleasant View TN 37146

Home Office

Post Office Box Address:

DT-0330 Form Office Disciplines

Administrative
CADD Technician
Civil Engineer
Construction Inspector
Construction Manager
Environmental Scientist
Geologist
Land Surveyor
Project Manager
Structural Engineer
Technical/Analyst

DT-0330 Form Office Experience

Bridges
Construction Management
Environmental Impact Studies, Assessments or Statements
Environmental Planning
Erosion Prevention and Sediment Control
Highways, Streets, Airfield Paving, Parking Lots
Hydraulics & Pneumatics
Hydrographic Surveying
Land Surveying
Railroad, Rapid Transit
Rivers, Canals, Waterways, Flood Control
Roadway Design, General
Storm Water Handling & Facilities
Structural Design, Special Structures
Surveying, Platting, Mapping, Flood Plain Studies
Testing & Inspection Services
Traffic & Transportation Engineering

TDOT Multimodal Projects & Evaluations

While not all clients offer written evaluations at the conclusion of projects, we feel like our high rate of continued relationships and increased work with our clients is one of the highest evaluations that can be received. We have worked on multiple grant and municipality projects (from \$90,000 to \$24Million) with the City of White House, City of Lebanon, TDOT, Ashland City, LaFollette, Savannah and Knoxville to name a few. Most of these do not receive formal evaluations.

TDOT does, however, provide evaluations at the end of our projects worked across the state. We will not submit all of our evaluations with this proposal, but the following information summarizes our evaluations from TDOT.

CSR Engineering currently is in the second year of a contract with TDOT Multimodal. Our work has included 127 task orders totaling over \$1,487,836.53 and 104 task orders having been completed with evaluations returned. Highlights of the evaluation include:

- 100% of all projects were at or ahead schedule
- average completion time was 41 days ahead of schedule
- 100% of projects at or under budget
- average project was finished for 71% of the budget
- average rating was 3.7 / 4.0

Comments received by TDOT staff include "Great Job!" and "Excellent job, you have a great team working for you." CSR Engineering will be glad to make the evaluations available for the city's review.

Contract (Years)	Completion of Draft Report <u>Ahead of</u> Schedule (Days)	Average Percent of Work Order Budget Used	Average Rating (out of 4)
CE1863 (2015-2017)	39	68%	3.74
CE 2110 (2018 – 2020)	49	84%	3.58
CE 2274 (2021 – Current/Ongoing)	TBD	TBD%	TBD
CE 2499 (2023 – Current/Ongoing)	TBD	TBD%	TBD

PROJECT PROFILE



Active Transportation Multimodal Route USBR23 (Phase II)

Location: Sumner County, TN
Client: City of White House

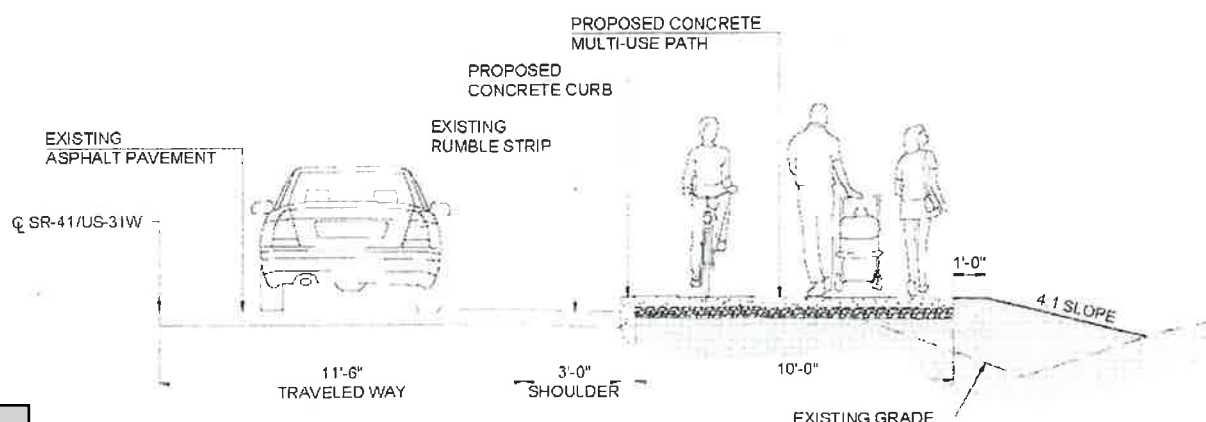
Cost: \$2,000,000
Status: Complete



Continuing a great municipal engineering services relationship, CSR contracted to provide services for this Phase II Multimodal City Connector. Phase I brought the multimodal facilities $\frac{3}{4}$ of a mile through the heart of the City. Phase II continues from Phase I for a northerly extension of .78 miles and completes the desired trail connectivity at an existing trailhead. The scope of work for this project includes the following:

- Survey of existing ROW and infrastructure US31W, also US Bike Route 23
- 10' Wide Concrete Multituse Path
- Signage upgrades and existing bike lane modifications to MUTCD standards
- Retaining walls to keep construction within the ROW
- TDOT formatted pavement resurfacing and sidewalk installation plans
- Maximum utilization of \$2,000,000 MPO Active Transportation budget
- **Provide NEPA, Design and CEI services in accordance with City Grant**
- Utilize TDOT Local Government Guidelines and TDOT Standard and Supplemental Specifications.

With the project NEPA Categorical Exclusion complete, and currently under Design Review, this project is moving to Spring 2017. CSR will provide the full TDOT CEI services required for this Local Programs project as well as closeout of the file for final City reimbursements.



Island Home Riverwalk Plans Review

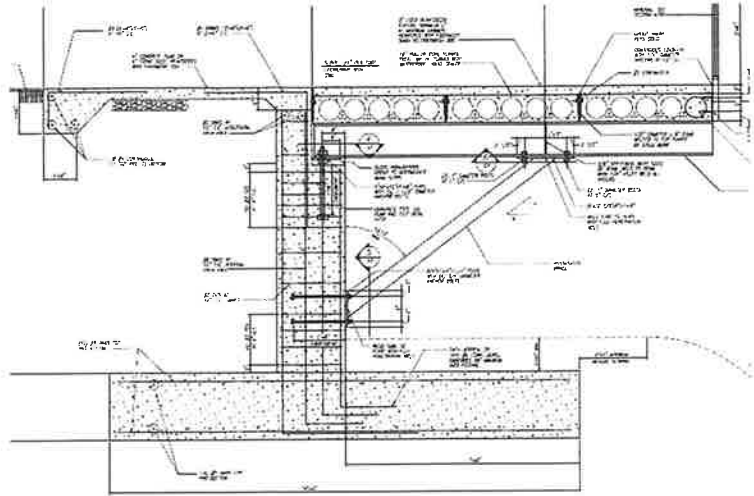
Location: Knoxville, TN

Client: City of Knoxville, TN

Status: Completed

The City of Knoxville turned to CSR Engineering for the review of a new riverwalk along the Tennessee River. The features of the proposed riverwalk included the following:

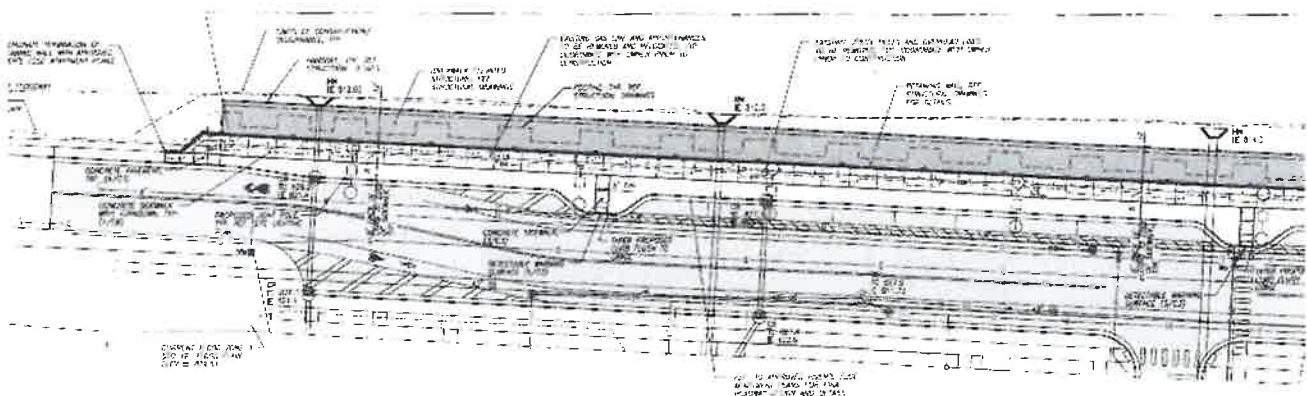
- 20 ft overall width
- 760 ft long
- 4-10 ft retaining wall along the entire length.
- 12 ft of the sidewalk was cantilevered out from the retaining wall
- Hollow core concrete panels
- Planters
- Sandblast finish concrete sidewalk
- Stabilization of river bank



The City asked CSR Engineering to perform the following scope of work:

- Conduct a structural review of the two sets of provided digital plans for the Riverwalk
- Perform structural calculations on critical structural components (cantilevers, walls, concrete spans, foundations, etc.) and details (related connections, reinforcing, etc.) within the plans to facilitate quality assurance and ensure appropriate design
- Develop and deliver a digital report (PDF) to describe the items and methodology of the review and include the resultant comments and concerns

CSR Engineering's prompt review of the plans led to several modifications of the walkway support structure, including the steel connections, wall restraint system, and the diagonal kickers.



PROJECT PROFILE



Historic Courthouse Congestion Mitigation & State Routes 12 & 49 Signals Coordination

Location: Ashland City, TN

Stakeholders: Town of Ashland City Public Works

Status: Complete

With continued growth in the courthouse area of the Cheatham County seat, the two heavily traveled state routes and adjacent multiple intersections in Ashland City needed vast traffic improvements. Gridlock in three peak areas as well as throughout the normal daily patterns revealed many issues to resolve. Neglected maintenance to complex computer controllers, damaged detection from asphalt resurfacing and outdated equipment and decades old signal settings made for a congestion nightmare. The City consulted CSR Engineering for a thorough review of the three-signal situation and requested recommendations. Following the field review, TDOT was consulted to repair necessary loop detection devices from many years of overlays and loop malfunction. Next, repairs were directed for the improper function of 80% of 13 pedestrian call buttons and wiring that continued to max out various split times. Massive improvements were seen by the relatively minor detection repairs.



With the vision for maximized improvements, the City requested further assistance with equipment upgrades and updated timing plans. CSR conducted detailed reviews for available traffic controllers and cabinet options. Additionally, CSR simultaneously conducted turn movement counts, signal modeling and optimization. With this analysis complete, the City followed CSR's recommendation for new controllers with satellite-based timing synchronization. These new controllers on the same time allowed the City to experience a new coordinated timing schedule during peak flow periods. The coordinated rush hour flows have cleared traffic and allowed the City better transportation of its citizens with a safer, less congested commute through the City center and business district.



PROJECT PROFILE

TDOT-LaFollette Roadway & Safety Project (STP) **CSR Engineering**

Location: Campbell County, TN
Client: City of LaFollette

Cost: \$540,000
Status: Complete

CSR teamed with the City of LaFollette to provide the necessary design services for the repaving of four city streets perpendicular to State Route 63 (Campbell County). The total length of milling, resurfacing, guardrail, signal loops, signage updates, and restriping extended for approximately 5 lane miles. The scope of work for this project included the following:

- Field survey to determine areas of unsuitable base
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing plans
- Maximize utilization of \$500,000 budget approved under STP program
- Assist with NEPA/Design/ROW phases necessary for continuation of the project through the Construction (CEI) completion.



CSR provided the City of LaFollette all TDOT/FHWA services for CEI work on this project according to the TDOT Standard and Supplemental Specifications --- completed December 2013.



PROJECT PROFILE



CEI for State Route 76 Sidewalks (TDOT Local Programs)

Location: Robertson County, TN
Client: City of White House

Cost: \$1,400,000
Status: Complete



The City of White House approached CSR Engineering to provide assistance for a stalled STP sidewalk project in the "town center" of their city. Upon investigation of background information and coordination with TDOT Local Programs Development Office, CSR began project administration during the pre-bid meeting on behalf of the City and as their formal representative. To summarize the project history, it began in 2006 with a contract between TDOT and White House. With engineering selection occurring

approximately 1 year later, the project began to progress but ultimately slowed due to various internal and external factors. The project essentially had NEPA, Design and ROW Clearance items of work that were in a quagmire. Within two months of oversight, CSR staff rejuvenated the project NEPA process that required re-evaluation due to a 3-year out-of-date status. Also, the construction plans were complete with final TDOT reviews underway. Last, the project ROW acquisition was concurrently resolved on two parcels to be acquired. With improved communication occurring daily between the contracted design engineers, TDOT offices, CSR Engineering staff and other stakeholders -- the project had all Local Programs clearances necessary and construction began in November of 2013. CSR over saw all stages of CEI services with the project being completed in April 2014. The construction scope of work for this project included the following:

- Grant budget approved under L-STP through Metro Nashville MPO
- Approximately .5 miles of new sidewalks and business entrances on State Route 76
- New curb and gutter and associated stormwater piping
- Utility relocations (now complete) to facilitate sidewalk installation
- Signage upgrades to meet MUTCD standards
- Resurface and restripe all new pavement and intersections
- TDOT local programs coordination for NEPA, Design, ROW, CEI.



PROJECT PROFILE



City of Newport/TDOT Mims Signals

Location: Newport, TN (Mims & Main)

Stakeholders: Norfolk Southern RR/TDOT/City of Newport

Cost: \$400,000

Status: Complete

With a Field Safety Review complete in the downtown area of Newport, CSR Engineering assisted the City in their continued signal improvements at the same Mims intersection. CSR designed these plans with the City and approved by TDOT. CSR's role was to provide a final set of bid documents for the new signal facilities, bid and award. The scope of work for this city signal also included construction inspection and contract administration. We have further detailed the scope of work into the categories shown below:

Establish Existing Conditions

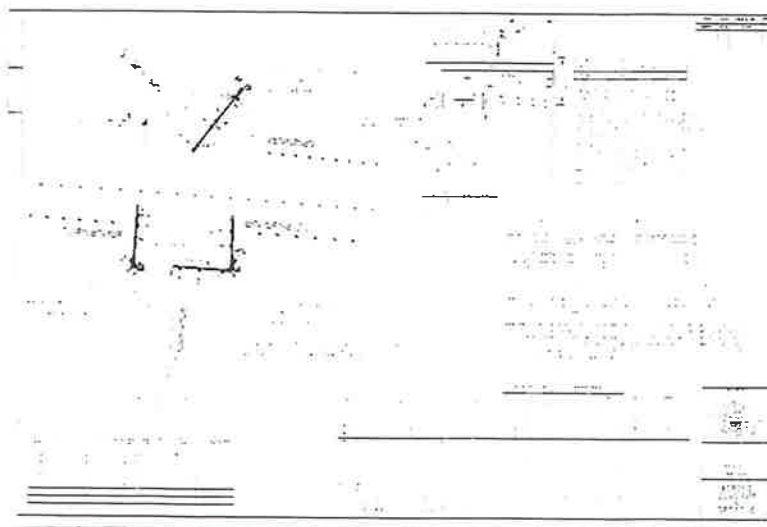
- Observation and documentation of the existing traffic control equipment, configurations and related conditions (infrastructure and volumes)

Analysis and Design

- Perform analysis of the existing and proposed conditions that include addition of various traffic control features
- Coordinate with NS Railroad to ensure compliance with NS regulations and allowable warning times
- Submit preliminary plan set of recommended modifications and coordinate approvals by the City, Railroad, and TDOT
- Revise plans and develop cost estimates for the approved improvements

Bid Documents

- Complete the Final Construction Plans to include any temporary traffic control measures, itemized quantities, DTR local work items (signal specific improvements), general and special notes, and details
- Develop a comprehensive bid package of plans and bid documents necessary for the City to let the construction of the approved Final Construction Plans
- Prepare a cost estimate for TDOT to use in preparing the contract with the City
- Deliver a digital copy and (4) hard copies of the Final Construction Plans and Bid Book to the City and TDOT
- Construction Assistance and CEI
- Review any shop drawings, RFI's and related submittals
- Assist the city with project administration and contractor payment processing



PROJECT PROFILE

CSR
Engineering

TDOT Multimodal-Memphis Signals

Location: 5 Memphis Signalized Intersections

Clients: City of Memphis/TDOT

Cost: \$2.0 Million

As part of an on-going contract with TDOT, CSR Engineering performed a safety review (DTR) with a multi-faceted team of engineers and local stakeholders in Memphis. This particular City had approximately 11 locations for safety improvements with roadway/railroad grade crossings. Five of these crossings included both rail and roadway signalization. With the field review and reports complete, CSR is now working on behalf of the City through TDOT to complete designs and construction administration on these five signal upgrades. These 5 signal projects are very complex and within high-volume traffic areas in downtown Memphis and include the following details:

- Upgrade to all signal controllers, cabinets and wiring
- New battery backup options
- Rigid Mast arm mounts vs. existing span wires
- Traffic counts, analysis and updated timing
- Preemption coordination and timing with railroad
- All LED upgraded signal heads
- New lane striping and MUTCD signage
- City of Memphis and TDOT compliance

Once design is complete, CSR is also planned to assist the City with bidding, award and contracting. Construction Engineering and Inspection is also included in the planned tasks and will complete through project closeout and reimbursement through TDOT's Multimodal, Section 130 Program.



PROJECT PROFILE

TDOT Multimodal Division As-Needed Services



Location: Statewide

Clients: TDOT

Status: On-Going

CSR Engineering has years of experience in working on and around multimodal projects. This work has been done for municipalities, industries, TDOT, and private multimodal infrastructure owners. In 2010, CSR Engineering was tasked by TDOT with updating the statewide inventory of highway/railroad at-grade crossings. This included over 3,800 crossings in 79 counties statewide. Building upon that successful project, the Multimodal Division of TDOT has retained CSR Engineering and increased their scope of work via a multi-year on-call contract. The scope of work for the contract includes



- Infrastructure Safety Improvement Projects
- Collection of Infrastructure Data and Risk Assessment
- Safety Studies
- Bridge and Track Projects
- Bridge and Track Data Collection
- GIS Mapping
- Signage/Marking Systems
- Rehabilitation Project Evaluation and Inspection
- Infrastructure Asset Management

The first task order under the contract was for the conducting, managing, and reporting of fifteen (15) diagnostic team reviews that integrated TDOT, local agencies, consultants and infrastructure owners.



The reviews focus on the following items:

- Crossing Surfaces
- Roadway/Track/Ped Geometry
- Active Warning Devices
- Signage and Striping
- Adjacent Intersections
- Drainage Structures
- ROW Limitations
- Accident History
- Traffic Data

PROJECT PROFILE

CSR
Engineering

TDOT - LaFollette Safety & Resurfacing(2016-17)

Location: Campbell County, TN
Client: City of LaFollette

Cost: \$218,000

CSR teamed with the City of LaFollette to provide the necessary design services for the safety improvements & repaving of Tennessee Ave. and Loop Rd. perpendicular to State Route 63 (Campbell County). The total length of milling, resurfacing, guardrail, signal loops, signage updates, and restriping extended for approximately 2.2 lane miles. The scope of work for this project included the following:

- Field survey to determine areas of unsuitable base
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing plans
- Maximize utilization of \$218,000 budget approved under STP program
- Assist with NEPA/Design/ROW phases necessary for continuation of the project through the Construction (CEI) completion.



CSR will provide the City of LaFollette all TDOT/FHWA services for CEI work on this project according to the TDOT Standard and Supplemental Specifications. With only NEPA complete, the following pictures are intended reveal similar paving projects completed by CSR with the City of LaFollette which are on roads adjacent to this project.



PROJECT PROFILE



Knoxville Bridges, Roadway and Sidewalks

Location: Knoxville, TN

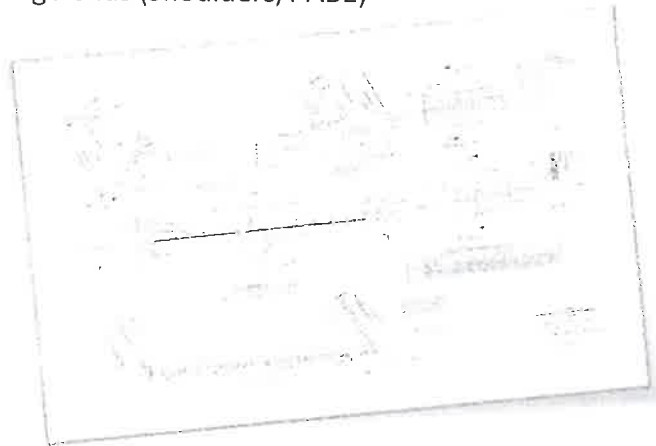
Clients: City of Knoxville, TN

Est. Construction Cost: \$1,500,000

Status: Complete

The City of Knoxville tasked CSR Engineering with design, railroad coordination and cost analysis of alternatives for two downtown bridges over highly traveled, active CSX Railroad tracks. The two arterial roadway bridges are Sutherland Avenue and Ed Shouse Drive in the heart of the urban area. The City decided to go with the rehabilitation alternatives and contracted CSR to continue with design of those plans. The survey, coordination and design process is currently underway. The bridge rehabilitation will include the following:

- Drainage Analysis and Improvement off Bridge Ends (Shoulders/PABE)
- Abutment Wall Repairs/Modifications
- Embankment Repair
- Deck Repair and Overlay
- Deck Joint Repair
- Partial Depth Deck Repairs
- Bridge Rail Replacement
- ADA Sidewalk Replacement
- 25' Approach & Guardrail – New & Improvements
- Install appropriate Signage



These repairs will improve the bridges by ensuring structural sufficiency and improving functionality (Geometric) to current AASHTO and FHWA standards – all while under phased construction to maintain high traffic flows within the metropolitan area.

Other pertinent details within the plans will include:

- Deck Concrete Evaluation
- Traffic Control/Detour Plans
- EPSC Plans
- Permit coordination
- Bidding assistance
- CSX coordination



The total project cost is estimated to approach \$1.5 Million for the bridges completely funded by the City of Knoxville. CEI requirements are planned to remain under control of the City of Knoxville Engineering (Construction) Division.

PROJECT PROFILE

CSX/WTNRR Pedestrian Tunnel

Location: Jackson, TN
Client: Lane College

CSR
Engineering

Cost: \$240,000
Status: Complete

In March 2010, Lane College contacted CSR Engineering with a significant dilemma. Their newly constructed residence hall was on the opposite side of the West Tennessee Railroad from their main campus. Students were crossing the railroad tracks by the residence hall rather than walking the extra quarter-mile necessary to cross safely at the adjacent road crossing



A Preliminary Engineering Report was completed within two weeks that identified a pedestrian underpass as the safest most cost-effective solution. The college concurred with the recommendations of the report and asked CSR Engineering to begin final design in early May. To further expedite the process, the college also challenged CSR Engineering take this contract on as a "design-build" project. Since CSR Engineering is also a fully licensed contractor in the State of Tennessee (License #62885) the challenge was accepted.

By coordinating closely with Lane College and the West Tennessee Railroad a final design was reached by the end of May. The final design included:

- An 8'x8' pre-cast concrete box culvert as the underpass
- Pre-cast concrete wing walls to shorten construction time
- ADA compliant ramps, sidewalks, and handrail
- Taller headwalls on an adjacent brick arch culvert
- Landscaping
- Security Lighting



The pre-cast construction method allowed the box culvert to be installed within a 60-hour construction window granted by the railroad. The pedestrian underpass was installed and serviceable by August 3rd with construction 100% complete on August 13th, prior to student use in the fall semester. With CSR Engineering designing, managing, and constructing the project, it was successfully finished on time and under budget.

PROJECT PROFILE



Rails to Trails Bridge Inspections

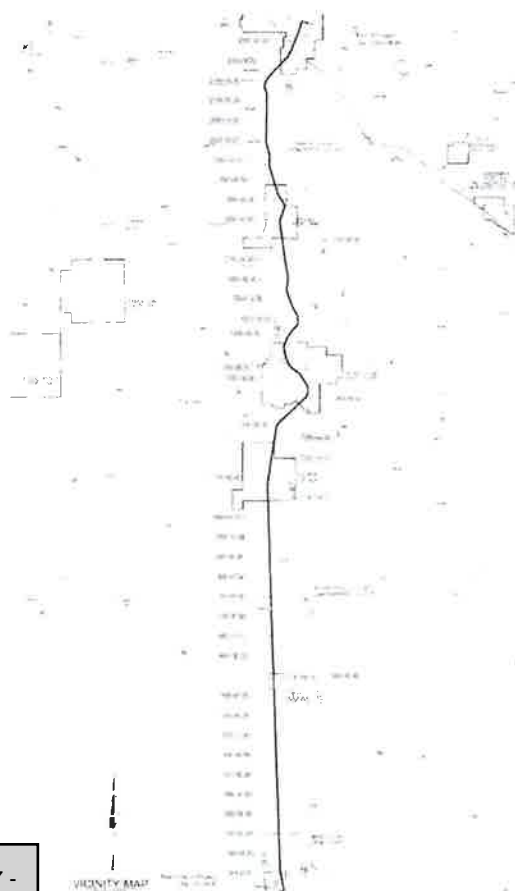
Location: Union, Pontotoc & Chickasaw Counties, MS

Client: MDOT/Engineering Solutions, Inc.

Status: Complete

The Mississippi DOT administers Rails to Trails funds in a similar fashion to the Tennessee DOT and distribution of Federal funds. Our compatriots at ESI in Mississippi requested our services to help continue the progression of their Rails to Trails design project that covers multiple counties for several miles. CSR Engineering was to provide assistance through:

- Inspection, evaluation and reporting for 28 bridges along the proposed route
- Inspection and recommendations concerning 88 existing railroad and highway intersections that will become pedestrian walkway and roadway at-grade crossings in the near future.



TRAIL LENGTHS

±8.6 Miles - Union County
±22.5 Miles - Pontotoc County
±17.5 Miles - Chickasaw County
43.6 Miles - Overall Project

CROSS DRAINS

STATION	ROAD NAME	TRAIL	COUNTY	STATION	ROAD NAME	COUNTY
0+00	US 90	0+00	Union	10+00	US 90	Union
1+00	US 90	1+00	Union	20+00	US 90	Union
2+00	US 90	2+00	Union	30+00	US 90	Union
3+00	US 90	3+00	Union	40+00	US 90	Union
4+00	US 90	4+00	Union	50+00	US 90	Union
5+00	US 90	5+00	Union	60+00	US 90	Union
6+00	US 90	6+00	Union	70+00	US 90	Union
7+00	US 90	7+00	Union	80+00	US 90	Union
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22+00	US 90	22+00	Union	230+00	US 90	Union
23+00	US 90	23+00	Union	240+00	US 90	Union
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39+00	US 90	39+00	Union	400+00	US 90	Union
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97+00	US 90	97+00	Union	980+00	US 90	Union
98+00	US 90	98+00	Union	990+00	US 90	Union
99+00	US 90	99+00	Union	1000+00	US 90	Union

BRIDGES

STATION	ROAD NAME	TRAIL	COUNTY	STATION	ROAD NAME	COUNTY
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1+00	US 90	1+00	Union	20+00	US 90	Union
2+00	US 90	2+00	Union	30+00	US 90	Union
3+00	US 90	3+00	Union	40+00	US 90	Union
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68+00	US 90	68+00	Union	690+00	US 90	Union
69+00	US 90	69+00	Union	700+00	US 90	Union
70+00	US 90	70+00	Union	710+00	US 90	Union

PROJECT PROFILE



Cheatham County Railroad Authority Engineering Services

Location: Davidson and Cheatham Counties, TN
Client: Cheatham County Railroad Authority

Status: On-going

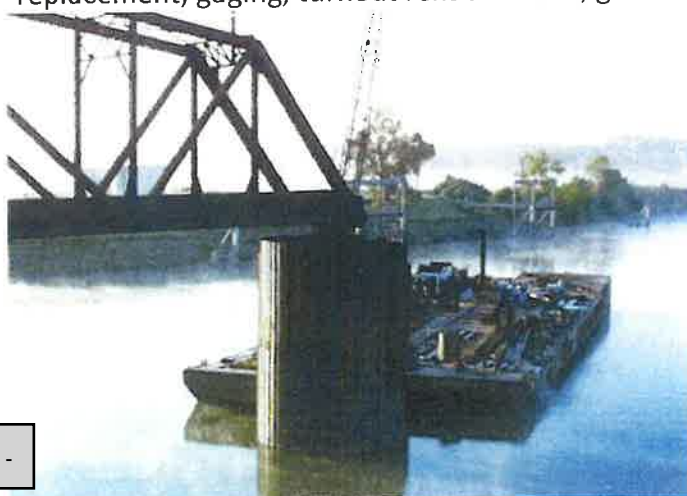
The Nashville & Western Railroad is a 21-mile long short line railroad that runs from Nashville to Ashland City, Tennessee. Approximately 4 miles of the line in downtown Nashville has continually provided freight service, but the rest of the line had not been used since 1994. This 17-mile long portion of the railroad was unused due to several large bridges in serious condition. In 2001 with a new operator on board, it became the goal of the railroad to reopen service to Ashland City, Tennessee. CSR Engineering has assisted the CCRA in the process of reopening the railroad to Ashland City. The work has included:

- A \$2.3 million loan through FRA's Railroad Rehabilitation and Improvement Financing (RRIF) program. This funding in conjunction with local and state funding allowed the railroad to reopen 13 miles of track on the Ashland City side of the Cumberland River.



- Design of repairs to ten timber bridges and the fill-in of six bridges on the line. The bridge fill-ins include modeling the stream crossings in HEC-RAS and obtaining approval from the Metro Stormwater Management Committee and the Tennessee Department of Environment and Conservation. One trestle that was filled was the 800 foot long Emerald Drive Bridge that was replaced by two cast-in-place box culverts (12'x8' and a three-barrel 16'x8'), a vehicular access tunnel and 34,000 CY of fill.

- Design and construction monitoring of extensive repairs to the track including tie and rail replacement, gaging, turnout rehabilitation, grade crossing improvement, and drainage improvements. One slope adjacent to the Cumberland River was also repaired where the river had eroded the railroad embankment to the extent that the ties were suspended above the river.



- Design is currently underway on the replacement of the 280' long bridge over Old Hickory Blvd. at M.P. 10.6 in Scottsboro.

PROJECT PROFILE

CSR
Engineering

TDOT Spot Safety Intersection (Local Programs)

Location: Sumner County, TN

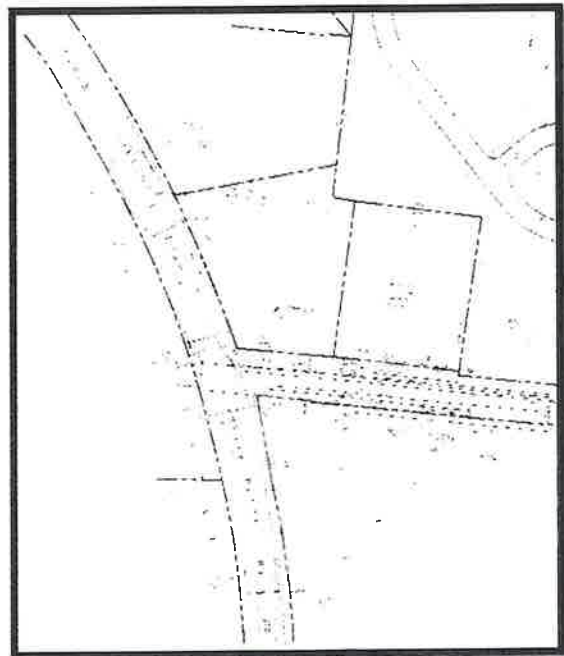
Client: City of White House/TDOT Safety Office

Cost: \$400,000

Status: Complete

CSR teamed with TDOT Local Programs, TDOT Safety Office and the City of White House to provide the necessary **NEPA** documentation, **design** updates, **ROW** review for previous acquisitions and **CEI services** for the intersection turn lane additions along State Route 258 and local collector South Palmers Chapel in White House, TN. Due to school additions near the site, the City/State needed safety improvements for the increased traffic loads and turning movements in this area. With a long standing delay for environmental shortcomings, design inadequacies and ROW "redflags", CSR had a large task in reviving this long-needed project for the affected citizens. With the budget for this project at risk, CSR helped the City seek Spot Safety funds for construction at 100% funding and resuscitated the formally stalled improvements. The project included some of the following highlights:

- NEPA Categorical Exclusion Documents
- Survey of existing ROW and infrastructure on sections of a State and Local Route
- Redesign to TDOT design standards
- Intersection design upgrades to meet MUTCD standards
- Add a new turn lane to accommodate queues on each of the three existing traveled routes
- Restripe all new pavement and intersections to include buried wiring for actuated controls
- Ensure coordination with TDOT Spot Safety Office for 100% Construction funding
- **Design, Permits and CEI services in existing ROW with utility make-ready coordination.**



PROJECT PROFILE

CSR
Engineering

TDOT Local Programs Multimodal Route USBR23

Location: Sumner County, TN
Client: City of White House

Cost: \$600,000
Status: Complete

Under the **Nashville MPO Active Transportation Grant**, CSR teamed with the City of White House to provide the necessary design services for the pedestrian and sidewalk facilities through the heart of their City Center. The total length of milling, resurfacing, signage updates, restriping and sidewalk improvements extends approximately $\frac{3}{4}$ miles and connects to existing City trailheads and greenway systems. The scope of work for this project includes the following:

- Survey of existing ROW and infrastructure on sections of two State Routes
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing and sidewalk installation plans
- Maximize utilization of \$450,000 budget approved under STP program and MPO
- **Provide NEPA, Design and CEI services in existing ROW to remove acquisition costs**
- Utilize Local Government Guidelines and Standard and Supplemental Specifications.



With the project design complete and the ROW clearance at hand, this project went to construction in the fall of 2014. CSR provided the full TDOT CEI services required for Local Programs projects as well as closeout of the file for final City reimbursements. The project was completed in early 2015.



PROJECT PROFILE

CSR
Engineering

Local Programs Sidewalk (TDOT – STP)

Location: Campbell County, TN

Client: City of LaFollette

Cost: \$140,000

Status: Complete

After completing a recent STP resurfacing project for the City, LaFollette contacted CSR to provide the necessary **NEPA, Design and CEI** services for the installation of three sections of sidewalk along State Route 63 and State Route 9 in the heart of their city center. The total length of sidewalk replacement and new installation is approximately 2,000 feet. The scope of work for this project includes the following:

- Coordinated City Force Account demolition
- Replace existing 15' wide curb and sidewalk along urban business fronts
- Install new curb, 2' grass strip and 6' pedestrian walk along 1300' of State Route
- Install new section of sidewalk and crossing improvements serving a local school
- Signage upgrades to meet MUTCD standards
- New ADA ramps and striping at intersections
- TDOT formatted pavement improvements and sidewalk installation plans
- Maximize utilization of local agency funds budget approved under STP program
- **Provide NEPA, Design and CEI services in State and City ROW to remove acquisition costs**
- Utilize Local Government Guidelines and Standard and Supplemental Specifications.



CSR also contracted to assist the City of LaFollette by providing the necessary services for **all bidding and CEI work** on this project according to the **TDOT Local Government Guidelines**.



PROJECT PROFILE

TDEC Recreational Trails Grant (RTP)

Location: White House, TN

Clients: City of White House, TN

CSR
Engineering

Cost: \$215,000

Status: Complete

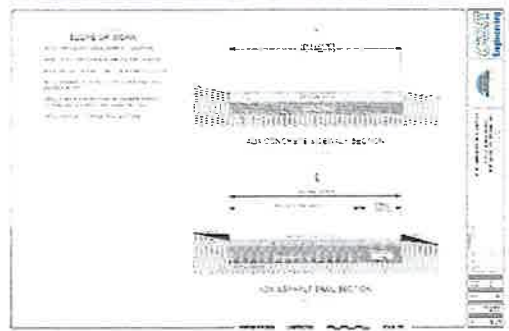
Due to City applauds for the recent Greenway repairs, White House returned to CSR Engineering for consultant services to assist the White House Parks Department by developing preliminary plans, details and cost estimates for a trail grant submittal. The Tennessee Department of Environment and Conservation Recreational Trails Program assists local communities with funding for improvements related to existing or new trails projects within a public parks system. With CSR Engineering's grant assistance, the Parks Department was awarded the RTP Grant for costs along this existing trail in White House's Municipal Park. The City coordinated NEPA approval and charged CSR with Design, and full **Construction Administration above and beyond the typical CEI requirements (to TDOT/FHWA standards)**. The project's scope of work included the following:

- Widen existing 6' asphalt trail to new 8' width for 4500'
- Install minimum 1.5" asphalt overlay on 8' wide trail section for 4500'
- Install 2 new, 5'-wide sections of concrete sidewalk totaling 450' as connectors to existing trail and adjacent neighborhood
- Install outlet protection at one culvert location
- Install cmp culvert cross drains at 7 locations
- Install trail route appropriate signage and ada improvements
- Erosion prevention and sediment control measures

Other features of this project included the following:

- 80% Federal/State Funding
- 20% Local Funding Match
- 100% Locally Managed
- ADA & MUTCD compliance.

With the project complete, CSR is moving LPRF and RTP Grant submittal considerations with the City on other desired infrastructure improvements in their local Park facilities.



PROJECT PROFILE



Multimodal Greenway Repairs (FEMA-ARRA)

Location: White House, TN

Clients: City of White House, TN

Cost: \$97,000

Status: Complete

As part of continuing consultant services for the City, CSR assisted the White House Parks Department by designing and performing CEI services for the construction of greenway repairs associated with the flood of May 2010. CSR Engineering's role encompassed **Design, Permitting, and Construction Inspection**. This FEMA funded, City managed project had federal and local oversight with a widespread scope of work. The project's scope of work included the following:

- Gabion retaining wall concrete foundation installation and basket replacement
- Asphalt and base repair to undermined sections of the greenway path
- Replacement of eroded shoulder sections of the trail
- Cross drain outlet protection
- Rip-rap protection at bridge abutment corners
- Adjacent soils replacement, seeding and strawing, and erosion control matting
- Boundary fence replacement
- Erosion Prevention and Sediment Control measures



Other features of this project included the following:

- 100% FEMA funding and oversight
- TDEC ARAP approval and compliance.

This project was completed **100% within budget** (no overages) in the winter of 2011 while the Greenway was still in use. FEMA and the local flood management coordinator review of the project was excellent and provided **immediate reimbursement to the City**, and now citizens applaud the rehabilitated and highly used trail facility.



PROJECT PROFILE

City of Springfield Greenway & Sidewalks

Location: Springfield, TN

Client: City of Springfield

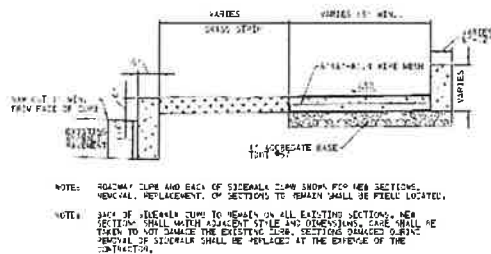
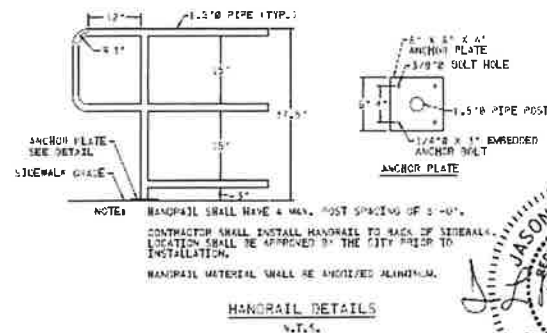
CSR
Engineering

Cost: \$800,000

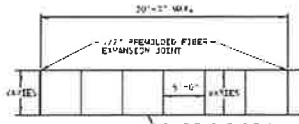
Status: *Bidding*

The Public Works Director for the City of Springfield contacted CSR to provide the necessary Design services for the installation of three sections of sidewalk along three City streets in the heart of their city center. These sidewalks were connections for the greenway, parks and historic downtown area. The total length of sidewalk replacement and new installation is approximately 12,000 feet. The scope of work for this project includes the following:

- Phased construction with possible Coordinated City Force Account demolition
- Replace existing curb, grass strip and pedestrian way along urban residential fronts with varying cross sections
- Install new section of sidewalk and crossing improvements serving a local school
- Striping upgrades to meet MUTCD standards
- New ADA ramps and striping at intersections
- TDOT formatted pavement improvements and sidewalk installation plans
- Maximize utilization of local agency funds budget approved under phased approach
- Provide Design and likely CEI field services in State and City ROW
- Utilize City standard details modified to fit project within existing ROW
- Coordinate with land owners for appropriate construction easements



DETAIL 'A'
SIDEWALK WITH POST & RAIL CROSS STRIP
AND RETAINING WALL
N.T.S.



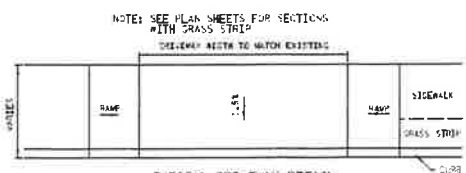
NOTE: 1) INCLUDE FIBER EXPANSION JOINTS ARE TO BE PLACED TO THE CENTER OF EACH CURB AND THROUGH THE SKELETAL CURB CROSS SECTION.

ALL LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE CO-TO A MINIMUM NOT LESS THAN 1 INCH USING A POSITIVE TOOL.

THE SETTING OF JOINTS SHALL NOT BE PERMITTED.

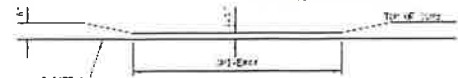
ONE LONGITUDINAL JOINT MARKING WILL BE REQUIRED ON SECTIONS OVER 6 FEET BUT LESS THAN 8 FEET IN

TYPICAL SIDEWALK JOINT MARKING DETAIL
(PLAN VIEW)

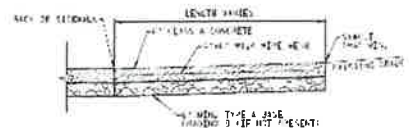


TYPICAL BRIGENAY DETAIL

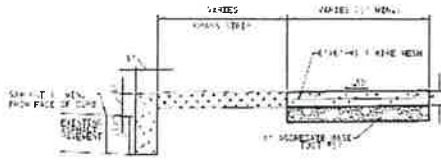
NOTE: ALL DRIVEWAYS TO HAVE 6"X6"-Ø:1.4
WIRE MESH, 5" MIN. THICKNESS
CONCRETE AND BASE STONE.



TYPICAL CURB TAPER DETAIL

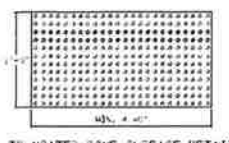


TYPICAL CONCRETE BUSINESS AND RESIDENTIAL
ENTRANCE DETAIL
N.E.S.

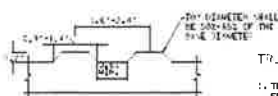


DETAIL 'B'
SIDEWALK WITH POST CURB AND GRASS STRIP
S.T.S.

JOINT WILL BE TACITLY
d l m n o p q r s t u v w x y z



TRIMATED DOME SURFACE DIST:1



ELEVATION W/0 (TYP.)

TRUNCATED DOME SURFACE NOTES:

1. THE DETECTABLE MARKING SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP EXCLUSIVE OF FLARE (SIDES) AND SHOULD EXTEND ONLY 3 FEET IN THE DIRECTION OF TRAVEL.
2. THE DETECTABLE MARKING SURFACE SHALL BE YELLOW. THE COLOR YELLOW IS NEARLY USE YELLOW IS THE LAST COLOR A VISUALLY IMPAIRED PERSON CAN DETECT PRIOR TO TOTAL LOSS OF VISION. TRUNCATED CONE SURFACES SHALL BE CONSIDERED USING PRODUCTS APPROVED ON THE TEST QUALIFIED PRODUCTS LIST (QPL) IT.



CSR Engineering Inc.
2010 Hwy. 49E
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

September 19, 2025

Allen Nicholson
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015

**RE: PROPOSAL FOR ENGINEERING SERVICES FOR THE TOWN OF
ASHLAND CITY CUMBERLAND RIVER BICENTENNIAL TRAIL - PHASE 2
PIN 133524.00 (TDOT-LPDO) – ASHLAND CITY, TENNESSEE**

Mr. Nicholson,

CSR Engineering, Inc. is pleased to offer services to your organization on your upcoming Cumberland River Bicentennial Trail - Phase 2 Project along the RJ Corman railbed (2800 linear feet) from Mulberry Street to Tennessee Waltz Parkway and according to your state approved TAP allocation for PIN 133524.00 scope of work. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the **General Scope of Work** shown below and cover the entire process through TDOT's Local Programs Office and project administration for the City.

General Scope of Work

- Responsible for and Perform Engineering services for the Full NEPA, Design, ROW & CEI Services Per TDOT-LPDO requirements within the Local Government Guidelines and as described following:

1. NEPA (C-List Categorical Exclusion)

- a. **Public Meetings:** As required for public hearings or meetings from Ashland City Administration or a Public Involvement Plan, CSR will develop documents and handouts accordingly. A CSR representative will be in attendance and assist with the City ran meeting.
- b. **Categorical Exclusion (CE) Environmental Document:** CSR will prepare a Categorical Exclusion (CE) Environmental Document through the TDOT-Environmental Section. This includes the evaluation, research, coordination, and documentation necessary for submittal. Other possible items of work include environmental and permit services beyond the typical CE requirements (not included) and may be added if endangered species or other environmental information is found during the Categorical Exclusion process. C-list CE's are the typical project guiding parameters for this type of project – other NEPA requirements may be more in depth depending on the project scope or existing conditions as information develops.

2. Design

- a. **Conceptual and Preliminary Plans:** This phase includes the continued required survey operations and development of preliminary plans. These plans will be developed into working drawings to be presented to City Staff for coordination and meeting City desires within the bounds of the funding and project scope. Iterations of this process drive the construction plans and details development for the final outcomes of the project.
- b. **Initial ROW/Utility Coordination:** Plans may be submitted during this phase to the affected utility companies identified under the surveying task. No utility design or relocation is within the City's requirement nor expected based upon TDOT and project requirements, but will be a consideration depending on the project development. Utility coordination will begin to occur during design but will finalize with all utility owners during the formal ROW phase shown below utilizing the project plans information. ROW acquisition is not expected in the project nor included in this scope of work other than coordination for easement/lease/license agreements.
- c. **Construction Plans and Bid Package:** Construction plans will be developed and finalized according to TDOT design guidelines in order to receive their approval and incorporate necessary utility modifications and coordinations. CSR will prepare a bid package containing specifications and plans for the City to issue for bids. The final set of plans for construction will include:
 - Finalized roadway/trail details and documents
 - Quantities with General and Special Notes
 - Erosion Prevention and Sediment Control
 - Signage Plans
 - Striping Plans (if applicable)
 - Traffic Control in accordance with MUTCD (limited to portions required to construct)
 - Drainage Details

A final estimated quantities and opinion of probable cost will be determined and included in documents once plans are approved. The quantities and opinion will be based primarily on TDOT Items and Average Unit Prices and will consider recent similar bid prices in this area.

3. Right-of-Way Certification (Coordination Only – No Acquisition)

It is currently planned that this project will be done completely within existing railroad right-of-way and city or state owned property. Therefore, no right-of-way acquisition services have been discussed in this proposal. If the project scope of work changes or ROW acquisition becomes mandatory, then CSR Engineering will confer with the City at that time.

Regardless of acquisition requirements, staking of project improvements is included during this phase to allow clear coordination with affected utilities. During the ROW certification process with TDOT, CSR will also submit plan documents to obtain any municipality permits as required by local regulations. A TDEC NPDES General (not Individual) permit is highly likely and anticipated for this project and included in this scope of work. With the railroads aspects of this project, the ROW efforts will need to incorporate certain federal and state regulations, and adhere to the same, as with any other FHWA/TDOT Local Programs project.

Upon TDOT approval of all ROW/Utility/Construction Plans and Bid Documents, CSR will move to aid the City in letting the project to bid. For bidding assistance, CSR will prepare a bid package containing specifications, plans, and other bid book documents for the City to advertise and issue for bids. A pre-bid meeting will be attended as well as any City Council meetings necessary. CSR will review the bids with the City and TDOT prior to award.

4. Construction Engineering & Inspection (CEI)

Construction Engineering Inspection (CEI) The Construction Engineering Inspection effort is based on construction observation over a construction period as required in bid documents and TDOT CEI requirements. As shown in the submittal CSR Engineering is fully qualified/certified to provide the CEI services as required by TDOT LPDO Guidelines and includes but is not limited to the following per the manual:

- Pre-construction conference
- Observe all site construction activities
- Review and approval of all job mix formulas and contractor quality control plans
- Maintain project files, logs and daily diary
- Record and respond to RFI's
- Monitor, evaluate and respond to project change order and plan revision requests
- Monitor and report to the City any environmental concerns
- Conduct project meetings, as required
- Erosion Prevention/Sediment Control (ESPC) Inspections
- Traffic Control inspections
- Material testing and certification and collection of required T2 forms
- Shop drawing review and approval
- Review contractor's payroll (Weekly) and contractors pay requests (Monthly)
- State and Federal wage rate interviews and compliance assurance
- Provide punchlist
- Project closeout

Services provided will be limited to the specific scope of work defined above. The City shall coordinate with CSR on a timely basis to facilitate expedient progress through all required phases of TDOT LPDO. Any subsequent engineering services determined by the Town of Ashland City will be included in later proposals.

The fee for these services will be a lump sum of \$204,000.00 billed at completion of the following key milestones:

I – NEPA Services	\$ 15,000.00
II – Design Services	\$ 53,500.00
III – ROW Services	\$ 6,500.00
<u>IV – CEI Services</u>	<u>\$ 129,000.00</u>
Total	\$ 204,000.00

CSR's engineering services will be subject to the Terms and Conditions as attached as Exhibit "A". We will bill by approximate percentage complete at the end of each key project milestone. The fee quoted includes compensation for basic services for the Town of Ashland City defined herein. We will begin work immediately as per our discussion and will work on

Town of Ashland City
September 19, 2025
Page 4

a reasonable schedule to submit documents for your review. If this scope of work is not in line with your desires, we shall revise the scope of work and resubmit for your approval. We can revise the scope to cover any alternative services that better fit your needs.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

Sincerely,



Jason Reynolds, PE
Project Manager

Accepted by:

Town of Ashland City (Tennessee)

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his

requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over

competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required

by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation

support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverage identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred

from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



PROFESSIONAL QUOTATION

CSR Engineering, Inc. | 2010 Highway 49E, Pleasant View, TN 37146
P (615) 212-2389 F (615) 246-3815

PROJECT
JW Johns, Jr. Park
Drainage & Sidewalks

CLIENT
Town of Ashland City

PROPOSAL NO.
2025-40

DATE
9/19/2025

ADDRESS
405 N. Main Street

CITY/STATE/ZIP
Ashland City, TN 37015

PHONE
(615) 792-4211

E-MAIL
anicholson@
ashlandcitytn.gov

REPRESENTATIVE
Allen Nicholson &
Anthony Clark

PREPARED BY:
Jason Reynolds, PE

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	AMOUNT
1	Drainage Survey, Analysis & Design	\$7,500.00
2	Concrete ADA Seating/Access + Sidewalk Connections Field 1 to Field 2 and to Field 3	\$8,500.00
3	Construction Assistance a) Cost Estimates to maximize utilization of available funding and select work for bidding requirements b) Bid Documents Development Bidding/Contracting Assistance c) Bidding/Contracting Assistance d) Limited Construction Assistance for compliance/payment e) City's Representative for Contractor Communications (as needed)	\$3,500.00

TOTAL \$19,500.00

*INCLUDES STANDARD CONDITIONS INCLUDED IN EXISTING CITY-
CSR CONTRACT AND: CSR is not offering costs associated with other
services such as geotechnical explorations, utility designs,
environmental assistance nor project field design modifications not
specifically listed as part of this quote.*

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REPRESENTATIVE

STANDARD TERMS AND CONDITIONS

- 1 **Relationship between Engineer and Client.** CSR Engineering (CSR) shall serve as Client's professional engineering and/or surveying consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. CSR shall not be considered to be the agent of the Client.
- 2 **Responsibility of CSR.** CSR will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, CSR shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall CSR be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to CSR on this project.
- 3 **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for CSR to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
- 4 **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by CSR in connection with any or all of the services furnished hereunder shall be the property of CSR. CSR shall have the right to retain copies of all documents and drawings for its files.
- 5 **Reuse of Documents.** All documents, including drawings and specifications furnished by CSR pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification by CSR, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.
- 6 **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and CSR and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
- 7 **Suspension of Services.** Client may, at any time, by written order to CSR, require CSR to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, CSR shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the
- 8 **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CSR either before or after the termination date shall be reimbursed by
- 9 **Legal Proceedings.** In the event CSR's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where CSR is not a party to such proceeding, Client will compensate CSR for its services and reimburse CSR for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect in the event Client engages CSR to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or
- 10 **Indemnification.** CSR shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of CSR. Client shall indemnify and hold harmless CSR from CSR's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client. In the event of joint or concurrent negligence of CSR and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Client shall not be liable to CSR, and CSR shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or CSR or their employees, agents or subcontractors, by reason of services rendered under
- 11 **Insurance.** Within the context of prudent business practices, CSR shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$2,000,000; automotive liability with limits of at least \$1,000,000/\$1,000,000; and professional liability insurance with an annual limit of at least \$1,000,000.
- 12 **Payment.** CSR shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of 1 1/2% per month. Payment for CSR's services is not contingent on any factor except CSR's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If CSR brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if CSR must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then CSR shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if
- 13 **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CSR or CSR's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that CSR properly inferred to exist between sampling points may differ significantly from those that actually exist. CSR will locate utilities which will affect the project from information provided by the Client and utility companies and from CSR's surveys. In that these utility locations are based, at least in part, on information from others, CSR cannot and does not warrant their completeness and accuracy.
- 14 **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, CSR is required to take appropriate precautions to protect the health and safety of our personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if they know or has any reason to assume or suspect that hazardous materials may exist at the project site, they will inform CSR in writing prior to initiation of services under this Agreement. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CSR agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against CSR and agrees to indemnify, defend and hold CSR harmless from any claim or liability for injury or loss arising from CSR's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate CSR for any time spent and expenses incurred by CSR in defense of any such claim.
- 15 **Risk Allocation.** The Client recognizes that CSR's fee includes an allowance for funding a variety of risks which affect CSR by virtue of agreeing to perform services on the Client's behalf. One of these risks stems from CSR's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit CSR's liability to the Client and all construction contractors arising from CSR's professional acts, errors or omissions, such that the total aggregate liability of CSR to all those named shall not exceed \$50,000 or CSR's total fee for the services rendered on this project, whichever is greater.
- 16 **Force Majeure.** Neither Client nor CSR shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 17 **Compliance with Laws.** To the extent they apply to its employees or its services, CSR shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
- 18 **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
- 19 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of CSR Engineering.
- 20 **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and CSR hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null and void to the extent they conflict with the terms of this Agreement.

RESOLUTION 2025-42

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, ADOPTING CHARITABLE DONATION POLICY GUIDELINES.

WHEREAS, the Town of Ashland City recognizes the importance of providing charitable donations in a fair, transparent, and fiscally responsible manner; and

WHEREAS it is necessary to establish formal guidelines outlining the qualifications and procedures for charitable donation requests pursuant to T.C.A. 6-54-111; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the Town of Ashland City, Tennessee, that the Charitable Donation Policy Guidelines, as listed in this Resolution, shall be set for all charitable donations given by the Town.

1. Qualifying Agencies:

a. Nonprofit charitable organizations

i. No part of net earnings inures to the benefit of any individual

ii. Must provide year-round services benefitting the general welfare of the residents of the Town of Ashland City.

b. Nonprofit civic organizations

i. Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation. Typically this organization is formed under 26 U.S.C.A. 501 (c)(4) or (c)(6).

2. Further qualifications for funding consideration:

a. Must be based in, or its activities closely affiliated and aligned with the Town of Ashland City.

b. Must not be the recipient of any other financial or other type of assistance from the Town of Ashland City.

c. Activities must benefit the citizens of the Town of Ashland City.

3. Submittal requirements:

a. A copy of the most recent annual audit which must be within two years of agencies current Fiscal Year.

b. A description of the program that serves the residents of the municipality.

c. The proposed use of the municipal assistance.

d. Proof of nonprofit registration.

e. Completed city application from.

f. copy of current Form W-9.

3. All submittals shall be done between January 1 and March 1 of each calendar year.

4. Requests for funding shall be submitted to the City Financial Director who shall review for completeness and advise the agency in writing if the submittal is eligible for funding consideration. Eligible funding requests shall be distributed to the City Council for review and approval.

5. Nonprofit civic organizations are required to have a publication of intent to fund in a newspaper of general circulation. Said notice shall contain the Town's intent to make appropriation, intended amount of contribution, and purpose to be used.

6. There shall be an appropriation agreement once donation approved to satisfy Title 5, Chapter 29 of Internal Control and Compliance Manual for Tennessee Municipalities. An annual report of activities is also required.

This resolution shall take effect 20 days after its passage, the public welfare requiring it.

READ, ADOPTED, AND APPROVED this the 14th day of October 2025.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE



APPLICATION TO REQUEST

NAME OF ORGANIZATION:

ADDRESS:

CONTACT PERSON:

TYPE OF AGENCY (CHOOSE ONE)

☐

Nonprofit charitable organization

- 1.No part of net earnings inure to benefit of any individual.
2. Must provide year-round services.

☐

Nonprofit civic organization (26 u.s.c.a & 501© or (c)(6)

- 3.Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism, and recreation.

If not a nonprofit charitable or civic organization – STOP. You are not eligible for funding

Do you have proof of nonprofit registration?

YES

NO

If NO – STOP. You are not eligible

Are you a United Way funded agency?

YES

NO

If NO – STOP. You are not eligible

Are you a recipient of any other financial or other type of assistance from the Town of Ashland City?

YES

NO

If YES – STOP. You are not eligible

DONATION

Are you based in, or are your activities closely aligned with, The Town of Ashland City? Explain.

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SUBMITTAL RERQUIREMENTS

Eligible agencies must attach the following materials to this application.

Proof of Nonprofit registration ☐

A copy of the most recent annual audit (must be within 2 years of current) ☐

A description of the program that serves the residents of
The Town of Ashland City and the proposed use of Municipal assistance. ☐

A copy of your current W9 Form ☐

**If all of the items required are not submitted – STOP. You are not eligible for funding.

SIGNATURE OF PERSON APPLYING:

TITLE OF PERSON APPLYING:

**Applications with attachments should be sent or delivered to the following address:

The Town of Ashland City
City Recorder
405 N. Main Street
Ashland City, Tennessee 37015



LABTRONX

Laboratory Equipment Experts
501 Metroplex Dr., Suite 109
Nashville, TN 37211

Estimate

Date
09/30/2025

Estimate No.
18275

Bill To
Accounts Payable
Ashland City, TN WWTP
P.O. Box 36
Ashland City, TN 37015

Ship To
Ashland City, TN WWTP
199 Rhea Street
Ashland City TN 37015
United States

TOTAL

\$3,116.00

Expires: 10/30/2025

LX Technician

PO#

Contact
Billy Harris

Terms
Net 30

Item	Field Asset	Quantity	Price	Amount
A/A Asset Calibration (SA)				
	Request for HQ2200 Portable Meter with Rugged DO, cal'd by LX and picked up by customer to save shipping costs. NOTICE - 3-5 WEEK LEAD TIME VIA MANUFACTURER	1	\$0.00	\$0.00
Calibration and Maintenance of a single piece of equipment. ***Semiannual Sticker***				
LEV015.53.2200A				
	HQ2200 Portable Multi-Meter pH, Conductivity, TDS, Salinity, Dissolved Oxygen (DO), and Oxidation Reduction Potential (ORP), w/o electrodes	1	\$1,676.00	\$1,676.00
LDO10110				
	IntelliCAL LDO101 Field Luminescent/ Optical Dissolved Oxygen (DO) Sensor, 10 m Cable	1	\$1,440.00	\$1,440.00

Misc: Customer Pick Up

This estimate concerns items requested by the customer and includes all routine parts, labor, and travel cost. It does not include additional repair parts, service labor, or items that the customer chooses to have serviced or calibrated in addition to the items referenced on this document. It MAY NOT include tax or shipping/handling fees.
All equipment is warranted by the manufacturer; LabtronX Warranties cover service and labor. In light of the ongoing volatility in tariff regulations, our estimates are valid for a period of 14 days from the date of issuance.

Subtotal \$3,116.00

Discount

Shipping \$0.00

Tax (0%) \$0.00

Total \$3,116.00