



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting-

### September 03, 2024, 6:00 PM

## Agenda

**Mayor:** Gerald Greer

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

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### CALL TO ORDER

### ROLL CALL

### APPROVAL OF AGENDA

### APPROVAL OF MINUTES

1. August 6, 2024, Workshop Minutes

### PUBLIC FORUM

#### 2. Procedure for Speaking Before the Council

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

### REPORTS

3. Attorney - Jennifer Noe
4. City Recorder - Mary Molepske
5. Codes Department - Allen Nicholson
6. Finance Department - Gayle Bowman
7. Fire Department - Chief Walker
8. Human Resources Department - Violet Black

9. Parks Department - Anthony Clark
10. Police Department - Chief Ray
11. Public Works Department - Clint Biggers
12. Technology Department - Justin Wheeler
13. Thrive 55+ Department -

## **UNFINISHED BUSINESS**

- [14.](#) Ordinance: Rezone Melton Property - 2nd Reading

## **NEW BUSINESS**

15. City Administrator Discussion
16. Temporary Chief of Staff Discussion
17. BZA Appointment
18. Employee Manual Discussion
- [19.](#) ORDINANCE: Rezone for City - 1st Reading
- [20.](#) GNRC- Ashland City Municipal Government -on-call Grant Contract
- [21.](#) CDBG Grant- Task order 1
- [22.](#) CDBG Grant- Task order 2
- [23.](#) Water/Sewer fee Discussion
- [24.](#) Streetscape Improvements Contract
- [25.](#) RESOLUTION - Check Signer
- [26.](#) Library Maintenance of Effort Agreement
- [27.](#) TBI check user Agreement
28. RESOLUTION: Thrive 55+ Interim Pay
- [29.](#) Redd Stewart Historical Marker
30. Park Advisory Board Discussion
- [31.](#) CEC - Amendment to owner - Engineer Agreement No.3
- [32.](#) Ashland City Fire Station 2 Fire Alarm System Component Replacement Estimate

## **SURPLUS PROPERTY NOMINATIONS**

### **EXPENDITURE REQUESTS**

- [33.](#) Ashland City Fire Dept- Equinox Quote
- [34.](#) Expenditure Request - Active Shooter Kits - \$ 18,055.25

### **OTHER**

### **ADJOURNMENT**

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



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting-

### August 06, 2024, 6:00 PM

### Minutes

#### CALL TO ORDER

Mayor Greer called the meeting to order at 6:24 p.m.

#### ROLL CALL

#### PRESENT

Mayor Gerald Greer

Councilman Tim Adkins

Vice Mayor Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

#### APPROVAL OF AGENDA

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

#### APPROVAL OF MINUTES

1. July 2, 2024, Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the July 2, 2024, minutes. All approved by voice vote.

#### PUBLIC FORUM

Kimber Taylor spoke to the council regarding Skyview Dr and speeding issues. She reminded Council that she previously spoke to them on July 2<sup>nd</sup> regarding this issue. She addressed Mayor Greer about the card he sent through the mail and asked if he truly was inspired by her to do something she is asking him to prove he meant it. She stated that the issue seems small to the council but it is important to her and her family. She stated that she is 11 years old but would like the council to show that her voice matters to her local government officials. She is Asking Mayor Greer to make her road a safe place for families and children. She thanked the council for their time to listen to how pressing this issue truly is to her.

Thomas Taylor spoke to council regarding Skyview Dr speeding- Started by thanking everybody and stated it is not the first time he has been there. Citizens from both sides of the street on Skyview and Annette Dr tried to stop the streets from being connected. The council decided that something from 1979 decided that no other roads are going to be connected. It was that reason given and the second reason given was for emergency vehicles to get through. He has also heard a lot of comparisons that between Skyview Dr and Annette Dr and Bell Rd. He feels that the comparisons are mute for numerous reasons. One, Bell Rd is a lot wider and It has a shoulder that Skyview Dr does not have. Second, the topography of the road when you look at the new build houses on Skyview Dr. They are either going to have to back into the drive or back out and the way the road is constructed to go down the hill and up the hill there is a pretty good risk of someone getting hit there, just getting in or out of the driveway. Third, this council didn't connect whatever Bell Rd was before. This council connected Skyview Dr and Annette Dr. This has created an issue with a lot more speeding, a lot more traffic on that road now. Now he needs help to fix the issue. He does not want to just come to council with a problem alone. He has possible solutions of how to fix the issues. The most cost-effective solution is to set up hydraulic bollards or a vehicle gate in between the 2 streets separating them again. Emergency vehicles could maintain the key to it so they could get through freely if needed but regular traffic will not. The other possibility is speed bumps. He understands that snow plowing being difficult for snow plowing. He has checked with other communities that s

that it is still easy to plow with speed bumps in place. School buses or the post office do not use pull-through so if you separate them it is the most effective and cost efficient. He then thanked council for their time.

## REPORTS

2. Attorney - Jennifer Noe asked to move her report to next week to have more information for the council.

## UNFINISHED BUSINESS

3. Ordinance: Rezone Boyd St - 2ND Reading Allen Nicholson stated this is a track of land for Mr. Stratton's family. Mr. Kipp is wanting to go back to R-1 to break off a small piece of the land For his brother to build a house on it.

## NEW BUSINESS

4. Ordinance: Rezone Melton Property – Allen Nicholson stated this property is located at 1070 Highway 12 South and they are asking to move from R-1 to C-2 which is in our land use plan to go to C-2. The planning commission has approved this.
5. Belt Press/ CEC Discussion – Clint Biggers stated that our belt press that we use to press sludge is 30 years old. It is probably \$225,000 to \$250,000 but we have come to find out that it would be about \$100,000 to move it from the old plant to the new plant. We have the money at the end of our loan. It is grant money in the approximate amount of \$750,000. Rather than to move the old one they are asking permission to purchase a new belt press. Mayor Greer asked the average life span of a belt press. Mr. Biggers stated that this one is 30 years old and no longer made so any repair can be from \$ 50,000 to \$ 100,000.
6. Permission to Bid New Industrial water tank -Clint Biggers stated he has a grant is asking to go ahead and bid this out.
7. Permission to bid 3 sewer lift stations – Clint Biggers stated that he has a grant is is asking to go ahead and bid those out.
8. Speed Bump Discussion – Clint Biggers got some quotes on the cost of Speed bumps. It will cost about \$1000.00 per speed bump if you buy the plastic speed bumps. Councilman Thompson asked how long they last. Mr. Biggers stated it depends on the traffic. Councilman Smith asked if they can be removed and Mr. Biggers replied they have a stake in them to hold in place. Councilman Thompson asked if they could be removed for snow plowing. Mr. Biggers stated yes but there would be a hole in the ground and water would settle and cause ice. Mayor Greer suggested we look at all options to see if we can come up with something that would calm the traffic down on this road. Mr. Biggers stated that Pegram had some and the trailers were hitting them and they would bust a section out. They would have to replace it. These are 36 inches wide. Vice Mayor Kerrigan asked how many we would need on this road.4? Mr. Biggers stated he was not sure and Pegram also stated that people will sometime speed between them anyway. Vice Mayor Kerrigan asked what the recommended speed is for these bumps and the answer was 20 to 25 mph. We could get smaller ones that cause a bigger bounce but the fire chief in Franklin has stated that it has caused damage to the fire trucks going over them even if it is slow.
9. Use of the Cheatham County Elementary School for a recycling event – Ms. Black stated we have been contacted to do a recycling event. They originally wanted to use the elementary school but have decided that it would be better at the Middle school for parking. The event would be on September 21<sup>st</sup>.
10. Amendment to Maximum Liability for Recruitment and Retention Grant – Chief Ray stated it is another amendment from the academy and they apologize. They got this money from the legislature with no guidelines. This is the reason it keeps getting the amendments to update it as they go.
11. IHEART radio Agreement – Chief Walker stated we have had this grant for the last 10 years and we've got 4 more years of it. It is roughly \$400,000 for the last 4 years but they pay us for our recruitment and retention to advertise and we've had good luck.
12. OutFront Media Advertiser Agreement – Chief Walker stated that these are billboards in Nashville, and we have had very good luck with them. Basically, It's all paid through FEMA.

Vice Mayor Kerrigan stated that he has had someone he worked with that showed up to be a recruit.

13. HVAC Emergency Approval – Ms. Batts stated This is the unit that controls the Library and it is the last unit that has not been replaced within the last 5 years. I am asking for the Mayor to be able to sign an emergency purchase to get the new unit purchased. The lowest bid received is \$7,440.00. Councilman Young asked how many bids she got. Ms. Batts responded that she got 3 bids from local businesses.
14. AWA Collection Agency Contract – Ms. Bowman stated that she does not have the actual contract yet. They are still working on it but she should have it by Thursday. We have not received a check from our current collection agency in 2 years. They don't seem to be working well with our collections so we are looking to change.
15. Travel Policy – Ms. Noe stated we do not have a whole lot of time to get into the discussion. Currently, under our employee manual, we have a policy that requires if someone is going to be traveling that they are supposed to get either the department heads permission and the Mayor's. She is not sure this is happening. She thinks we need to look at how we are going to handle other travel such as senior center when there is travel.
16. Budget Discussion for a vote – Councilman Adkins Stated that when the voting took place for the budget he was only voting on the call to questions and that the budget vote was a separate vote. He would like his vote to be officially changed to NO for the record. He knows it will not change the outcome of the vote but would like his vote reflected as NO. Ms. Noe stated that she did think it was very confusing, when Gerald included the word AND it then became one vote that was twofold, and it was for both of them. These are the options available for you for next week. You can do a motion to rescind your vote and can be done without notice. You would have to get a second on it and then a majority vote. If the council wants to, You can do a motion to approve the budget for purposes of Clarifying the intent and action taken on July 30<sup>th</sup> and if you feel you want to have another official vote on this. I don't think you have to and you have the word AND in there and Gayle has spoken to the Comptroller, and they are ok with everything. These are the options available. You can also choose to just voice your opinion for the record. Councilman Adkins stated that he does not want anything at the Comptroller's office to delay anything, he does not think it will but he will look at the options and see. MS. Noe explained if he rescinds his vote then the budget would not pass until next week and she does not want us in trouble with the comptroller's office. Councilman Smith asked why can't we just put on record his vote should have been NO? Ms. Noe agreed that yes he could state that for the record. MS Noe advised it might be a good idea to establish our own parliamentary procedure. Mayor Greer wanted to clarify that when he made that motion it was intended to be 2 motions and not one but would like to handle it the easiest way to get the budget taken care of. Ms. Bowman stated that the Comptroller is currently reviewing the budget and Councilman Adkins advised he does not want to hold that process up and that is not his intension.
18. City Admin Interviews – Skipped to 19 for time purpose and we would return to it.

#### **SURPLUS PROPERTY NOMINATIONS**

24. General Government - Furniture from old City Hall - Desks, Chairs, Bookshelves, Etc. – Ms. Bowman stated this was furniture that has been kept in storage without air conditioning and we would not be taking them to the new city hall. It has been damaged by mold. Some of the things have been looked over by historical society and can be refurbished. We have in our current budget money to refurbish the new city hall when it is completed.

#### **EXPENDITURE REQUESTS**

NONE

#### **OTHER**

NONE

Mayor Greer asked how we address the time until the City Admin interviews are going to start? MS Noe stated to take a recess and turn the cameras off to do the interviews and return to live when they are completed.

eras were turned off at 6:40 pm

Interviews were held at 7:00 P.M.  
The cameras were back on at 8:59 P.M.

**ADJOURNMENT**

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 9:01 p.m.

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MAYOR GERALD GREER

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CITY RECORDER MARY MOLEPSKE

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 019.00 OF CHEATHAM COUNTY TAX MAP 055, LOCATED AT 1070 HWY 12 S**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; 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 parcels included on Tax Map 055, Parcel 019.00, located at 1070 Highway 12 S, be rezoned from R-1 (Low-Density Residential) district to the C-2 (Commercial Highway District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2024. This area to be zoned C-2 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.

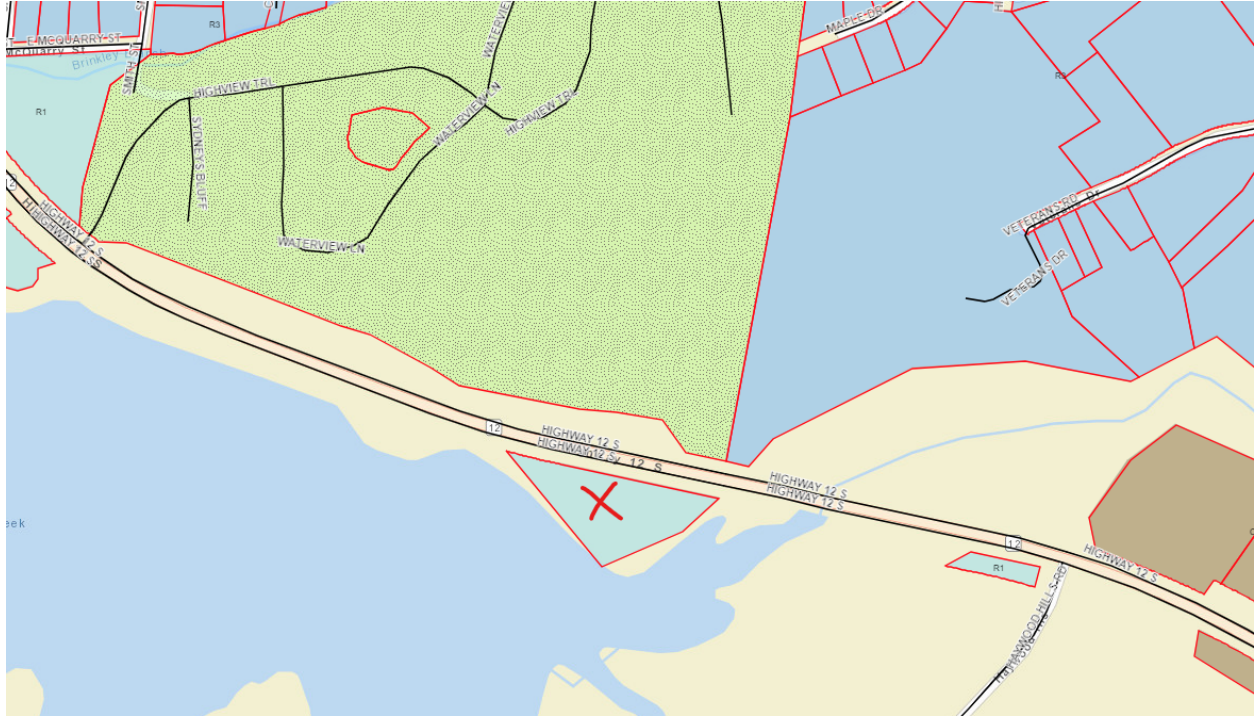
Approved by the Planning Commission at the regularly called meeting on July 01, 2024.

First Reading:  
Second Reading:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder





# Town of Ashland City Personnel Manual



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**Updated 2022**

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# TOWN OF ASHLAND CITY, TENNESSEE

## PERSONNEL POLICIES AND PROCEDURES MANUAL

### SECTION I – PERSONNEL POLICIES

These personnel policies and procedures are for information only. This manual is not an employment contract. Employment with the City is at-will. No employee or representative of the City can change any employee's at-will status. This document is a statement of current policies, practices, and procedures. Each department may have more specific department policies. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter, this document, and/or the ordinances of the local government. These personnel policies, rules, and regulations shall be reviewed periodically. The Town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein. The policies and procedures in this manual will remain in effect until changes are considered necessary. Any changes once adopted by Mayor and City Council supersede the previous copy. This manual has been approved by the Mayor and City Council. No member of supervision is authorized to change orally or in writing any of the policies and practices described in this manual without the express approval of the Mayor and City Council.

### PURPOSE AND OBJECTIVES

The main purpose of these policies and procedures is to establish a high degree of understanding, cooperation, efficiency, and unity among municipal government employees fostered by a systematic application of good procedures in personnel administration. Another purpose is to provide uniform policies for all employees with all the benefits such a program ensures, without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.

The fundamental objectives of these personnel administration policies and procedures are to:

1. Promote and increase efficiency and economy among employees of the Town of Ashland City.
2. Provide fair and equal opportunity to all qualified citizens on the basis of demonstrated merit and fitness as ascertained through fair and practical methods of selection.
3. Develop a program of recruitment and advancement that will make employment with the city attractive as a career and encourage each employee to render the best service.
4. Establish and promote high morale among the employees by providing good working relationships, a uniform personnel policy, opportunity for advancement, and consideration for employee needs and desires.

## PERSONNEL POLICY STATEMENT

It is the policy of the Town of Ashland City to apply and foster a sound program of personnel management. The policies of the municipal government are established for:

1. **Employment and Placement**
  - a. Fill all positions without undue delay in accordance with job qualifications and requirements without discrimination as to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.
  - b. Establish programs for the promotion, transfer, demotion, dismissal, and reassignment of personnel.
2. **Position Classification and Pay Administration**
  - a. Establish and maintain job descriptions for every position with the descriptions maintained on file with the Human Resources Director and Department Head.
  - b. Review position descriptions periodically and systematically with the employee to ensure currency and accuracy.
  - c. Establish appropriate position standards and to group positions in classes with similar standards; and
  - d. Conduct area wage and salary surveys periodically to provide competitive wage and salary scales.
3. **Employee Relations and Services**
  - a. Develop a system of job performance standards and evaluation and inform each employee periodically and systematically of the status of his/her job performance.
  - b. Establish rules and standards governing employee conduct both on and off the job.
  - c. Administer a uniform leave program.
  - d. Provide and maintain a safe and healthful work environment.
4. **Employee Development and Training**
  - a. Establish training standards and requirements for all positions; and
  - b. Motivate and stimulate employees to achieve their highest potential usefulness.
5. **Records**
  - a. Establish and maintain comprehensive uniform personnel records.

## COVERAGE

These rules and regulations shall cover all employees in the city service unless specifically exempt by this document, the city charter, and/or the ordinances of the municipality without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability. All municipal government offices and positions are divided into the classified service and the executive service. The classified service shall include all regular full-time and regular part-time positions in the city's service unless specifically placed in the executive service. All offices and positions of the municipal government placed in the executive service and not subject to these policies are:

1. All elected officials.
2. Members of appointed boards and commissions.
3. Consultants, advisers, and legal counsel rendering temporary professional services.
4. The city attorney.
5. Independent contractors.

6. People employed by the municipality for not more than six (6) months during a fiscal year.
7. Part-time employees paid by the hour or the day who are not considered regular part-time.
8. Volunteer personnel appointed without compensation or who only receive incentive pay and/or compensation for special events.
9. The city judge.
10. Part-time District Attorney.
11. Probation services for Municipal Court.
12. Reserve officers.

All employment positions of the municipal government not expressly exempted from coverage by this section shall be subject to the provisions of the city charter.

## ADMINISTRATION

These rules shall be administered by the Mayor in conformity with the ordinance establishing a personnel system. Amendments to the rules and regulations shall be made in accordance with the procedure herein.

## SECION II – EMPLOYMENT

### APPLICATIONS

The Town of Ashland City shall make every effort to attract qualified applicants for various types of positions. When a vacancy occurs or a position is made available, the department head is to notify the City Recorder by email of the department vacancy. Salary and or other considerations need to be discussed prior before posting vacancies.

Applications are only accepted when vacancies exist and will only be considered for specific positions applied. The Mayor may also provide notice of vacancies in alternate media, including taped messages, radio announcements, or other methods to ensure effective communication to someone with disabilities.

Open positions may be advertised internally and externally concurrently. In no situation will an open position be advertised externally prior to being advertised internally. Open positions will be sent out via email to all town employees and will also be posted in breakrooms of city buildings. Employees will have one (1) week prior the position being advertised externally to submit applications. External advertisements may include publication in the officially designated newspaper, social media, the town website, and/or other websites based on the position in order to attract qualified applicants.

All employment applications are received at Workforce Essentials in Ashland City. Applications are given a beginning and end date for receiving and given thorough consideration by the Mayor and/or Department Head. The Mayor will make reasonable accommodations in the application process to applicants with disabilities making a request for such accommodations.



An applicant may be removed from consideration if he/she:

1. Declines an appointment when offered.
2. Cannot be located by the postal authorities – it shall be deemed impossible to so locate an applicant when a communication mailed at the last known address is returned unclaimed.
3. Moves out of the area.
4. Is currently using narcotics, or his/her excessive use of intoxicating liquors will pose a direct threat to the health and safety of others.
5. Is found to have been convicted of a felony or a misdemeanor involving moral turpitude as the term is defined by law.
6. Has made a false statement of material fact on the application.
7. Does not file the application within the period specified in the application/examination announcement or does not use the prescribed form or uses a different format than allowed as a reasonable accommodation; and/or
8. Does not possess the minimum qualifications.

Once all applications have been reviewed, an applicant will be notified by either email, telephone, or mail to set an interview time or notified that their application is not being considered.

## RECRUITMENT BY EXAMINATION

All appointments in the municipal government service shall be made according to merit and fitness and may be subject to competitive examination. All such examinations shall fairly and impartially test those matters relevant to the capacity and fitness of the applicant to efficiently discharge the essential functions of the position to be filled.

### A. TYPES OF EXAMINATIONS

The examinations held to establish eligibility and fitness for any class may consist of one or more of the following parts as determined by the Mayor. The Mayor will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

1. **Written Test** – This part, when required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking appointment.
2. **Oral Test** – This part, when required, shall include a personal interview where the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations where a written test is unnecessary or impractical or as a reasonable accommodation to someone unable to take a written test due to a disability.
3. **Performance Test** – This test, when required, shall involve performance tests as would aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who:

- a. Cannot perform the essential functions of a specific position due to a disability that cannot reasonably be accommodated.
  - b. Pose a direct threat to themselves or others.
  - c. Are unable to perform the essential functions of a specific position due to a temporary condition or disability not protected by the ADA.
4. **Physical Agility Test** – When required, this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.
  5. **Mental Test** – When required, this shall include any test to determine mental alertness, general capacity of the applicant to adjust his/her thinking to new problems, or to ascertain special character traits and attitudes.
  6. **Pre-employment Drug Test** – When required under these rules and regulations applicants receiving a conditional offer of employment for certain positions will be required to undergo a drug test. A confirmed positive result on the drug test will result in an applicant being denied employment.

#### NOTIFICATION AND INSPECTION OF EXAMINATION RESULTS

Each person who takes an examination shall be notified of his/her passing or failing. Each person in an examination may inspect his/her rating and the examination papers within 14 days of notification of the results. These inspections shall be permitted only during regular business hours and at the office of the City Clerk/Recorder.

#### MEDICAL EXAMINATIONS AND GENERAL PHYSICALS

1. **Pre-employment** – Following a conditional offer of employment, every prospective employee, when required, may be examined by a licensed medical physician designated by the municipal government. This exam will determine whether prospective employees can perform the essential functions of the position offered. The cost of this medical examination shall be borne by the city. Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the city withdrawn only if they:
  - a. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
  - b. Pose a direct threat to themselves and/or others; or
  - c. Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.
2. **Post-employment** – All employees of the city may, during their employment, be required by their department head, with the approval of the Mayor, to undergo periodic examinations to determine their physical and mental fitness to continue to perform the work of their positions. This periodic examination shall be at no expense to the employee. Determination of physical or mental fitness will be made by a physician designated by the city.

When a city employee is reported by the examining physician to be physically or mentally unfit to perform work in the position for which he/she is employed, the

employee may, within five (5) days from the date of his/her notification of such determination, indicate in writing to the Mayor, his/her intention to submit the question of his/her physical or mental unfitness to a physician of his/her own choice.

In the event there is a difference of opinion between the examining physician and the physician chosen by the employee, a physician shall be mutually agreed upon and designated by both physicians. The third physician's decision shall be final and binding as to the physical or mental fitness of the employee. The municipal government shall pay its physician, the employee shall pay his/her physician, and the third physician shall be paid by the city.

Employees determined to be physically or mentally unfit to continue in their positions may be demoted according to these rules, or they may be separated from the municipal government service only after it has been determined that they:

- a. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
- b. Pose a direct threat to themselves and/or others.
- c. Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

#### **Additional Exams**

Other exams may be required for specific jobs. An example is a psychological exam for police officers.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Town does not discriminate in its employment practices and complies with applicable State and Federal Laws regarding equal employment opportunities. The Town will continually strive to hire, train and promote individuals based on their qualifications without regard to race, gender, age, national origin, creed, ancestry, military status, gender identity and disability.

### **MINIMUM AGE**

The FLSA requires that employees of state and local governments be at least sixteen (16) years old for most non-farm jobs and at least eighteen (18) years old for non-farm jobs declared hazardous by the Secretary of Labor. Minors fourteen (14) and fifteen (15) years old may work outside school hours under certain conditions.

### **TYPES OF EMPLOYEES**

1. **Regular Full-time Employee** – A regular full-time employee is an employee who works a minimum of thirty-five (35) hours per week, has completed a 90-day probationary period, is subject to all conditions of employment, and receives all benefits offered by the city unless specifically excluded by the city charter, code, or ordinance.
2. **Regular Part-time Employee** – A regular part-time employee is an employee who works an average of fewer than thirty-five (35) hours during the work week, but at least twenty (20) hours per week. Regular part-time employees are eligible for some city benefits on a prorated basis according to the actual hours worked (except health and/or life insurance benefits).

3. **Volunteer Firefighter** – Volunteer firefighters are appointed by the Fire Chief when necessary. Volunteer firefighters are compensated per fire-call with no other benefits except Worker’s Compensation coverage under the Volunteer Firefighters’ Insurance Coverage Policy.
4. **Temporary Part-time Employee** – A temporary part-time employee is an employee who works less than thirty-five (35) hours during the work week. The position may be one year or longer but works fewer than an average of twenty (20) hours during the week and/or no more than one thousand hours in a calendar year. Temporary part-time employees are not eligible for city benefits.
5. **Reserve/Auxiliary Police Officer** – Reserve officers are appointed by the Police Chief. Reserve officers will not have any benefits except Worker’s Compensation coverage while acting in the capacity of a Reserve officer.

### NEW HIRES, PROMOTIONS, DEMOTIONS, AND TRANSFERS

1. **New Hires**– Pursuant to the Town’s charter, the Mayor has the authority to appoint, promote, demote, transfer, suspend, and remove any/all employees of the Town of Ashland City, except for the City Clerk/Recorder and City Attorney, who shall be appointed by the City Council. All vacancies in the municipal government service shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, transfer, or demotion.
2. **Promotions** – A promotion is assigning an employee from one position to another that has a higher maximum pay rate, rank, and responsibility. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation. A 90-day probationary period is automatic to assess competency for any promotion. Under Section 25 of the city charter, the Mayor, or the appropriate department head, if so designated by the Mayor, has the authority to make promotions.
3. **Transfers** – The Mayor, or appropriate department head if so designated by the Mayor, has the authority to transfer employees among positions within the municipal government. An employee who transfers from one municipal government department to another will retain and carry forward all benefits earned, accrued, or both as of the date of transfer, and are not necessarily given preference in the hiring process. As a general rule, lateral transfers require no increase in compensation.
4. **Demotions** – A demotion is assigning an employee from one position to another that has a lower pay rate, rank, and responsibility. The Mayor, or appropriate department head if so designated by the Mayor, has the authority to demote an employee. When an employee in one classification is demoted to a position in a lower classification and the employee pay rate is higher than the minimum rate for the new position, the employee’s salary shall be reduced to the lower rate.
5. **Evaluations** – Evaluations will be conducted by the department head/immediate supervisor no less that one time per year.
6. **Rehires**– A former employee rehired within six months from the effective date of their previous termination may, upon approval of the Mayor, be given credit for the previous service. After six months, the former employee will be considered a new hire. A re-hire with less than one year of prior service will be considered a new hire.

7. **Employee Type Changes-** When any employee type becomes a regular full-time employee, a period of non-eligibility for health-related employee benefits must be satisfied. Sick time and vacation time will begin accruing on the first day of full-time employment.

## CITIZENSHIP AND IMMIGRATION STATUS VERIFICATION

The city will not discriminate on the basis of a person's race, gender, age, national origin, creed, ancestry, military status, gender identity and disability in regard to recruitment, hiring, or discharge. However, the city will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after November 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. The documentation must be provided within three (3) days of employment, or the individual will be terminated.

## PROBATIONARY PERIOD

The probationary period for all newly hired, promoted and/or laterally transferred employees will be 90 days. During the probationary period, the supervisor will inform the employee when his/her performance is unsatisfactory. A performance evaluation/appraisal will be completed at 90 days after employment. After each evaluation, the department head shall notify the Mayor if the employee's service has been satisfactory and whether he/she will continue to employ the individual. The probationary period does not change the at-will status.

Department heads may request an extension of any employee's probationary period with the prior approval of the Mayor. In no event may a probationary period be extended beyond six (6) months.

An employee may be terminated or demoted during the probationary period for any reason without respect or reference to the procedures set forth in this document, the charter or other ordinances that do not violate the federal or state law. If the employee's work performance during the probationary period is satisfactory, the employee shall be recommended for regular full-time status.

### Performance Appraisal/evaluation

The performance of all employees will be appraised and reviewed at least annually by their immediate supervisor. Written appraisals will be discussed with the employees so they will know how they are progressing and what they may do to improve their performance.

## FIRST DAY OF EMPLOYMENT

After an applicant has been appointed to fill a job vacancy by the Mayor, the new employee shall be required to complete or provide the following documents and forms before beginning work:

1. W-4 form.
2. Signed acknowledgement form from the employee handbook/personnel manual
3. Immigration Control and Reform Act form (I-9).

4. A copy of educational certification, professional license, or certificate required per the job description.
5. Emergency telephone numbers.
6. A copy of driver's license and social security card.
7. List of dependents as required by Consolidated Omnibus Budget Reconstruction Act (COBRA), and others.

In order for new employees to be successful, it is imperative that they understand the overall environment in which they will be operating. Employees who understand the organizations history, scope of operation, economic goals and future prospects will identify more readily with the entire organization. They should develop a sense of belonging more quickly than other employees who are left to search our needed information on their own.

New employees are required to attend a new employee orientation. At this orientation, employees will be provided with relevant documentation which may include:

1. City organization chart and department functions
2. Map of the city
3. Copy of policy handbook and other city pamphlets
4. Benefit handout
5. Detailed outline of emergency and accident-prevention procedures.
6. Telephone numbers and locations of key personnel and operations; and/or
7. Safety requirements and accident procedures.

## OUTSIDE EMPLOYMENT

No Full-Time employee of the Town of Ashland City shall accept any outside employment without prior written authorization from the Mayor, the employees Department head, and Human Resources before undertaking any outside employment.

The Mayor or Department head shall not grant such authorization if the work is likely to interfere with the satisfactory performance of the employee's duties, or is incompatible with the employee's municipal employment, or is likely to cause discredit upon or create embarrassment for the Town of Ashland City.

Before outside employment begins, employees must present a written request describing the work to be performed. This form will be placed in the employee's personal file.

Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early.

In addition, employees who have accepted outside employment may not use paid sick time to work on an outside job.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action up to and including termination.

## WORKDAY/WORKWEEK

The Mayor shall establish the hours of work per week for each position in the service of the town. All designated workdays and workweeks shall be in accordance with the FLSA.

Some departments allow irregular workweeks. The Department Head has the authority to schedule arrival and departure times and specific workdays for employees depending upon departmental need and approval of the Mayor. The use of flex and compressed work weeks is also subject to the approval of the Mayor.

An employee on an irregular work schedule must revert to a normal work week schedule when using a prolonged period of annual, sick and compensatory leave, when placed on extended leave without pay status, when paid through the sick leave bank, and when a holiday falls within a work week.

## ATTENDANCE

Punctual and regular attendance is necessary for the city to operate efficiently. Employees unavoidably late or absent from work due to illness or other causes must notify their supervisor within the time frame established by each department, unless unusual circumstances prevent the employee from making proper notification. Employees must explain the reason for the absence and, if possible, the anticipated time and date they will return to work. Failure to notify one's supervisor of absences may result in disciplinary action. Employees found cheating on their time sheets will be subject to immediate dismissal. Excessive tardiness is regarded as sufficient reason for termination.

## BREAKS

Employees working at least an eight (8) hour shift shall have thirty (30) minutes of employer paid break time. Employees working at least an eight (8) hour shift are required to take an unpaid thirty (30) minute lunch break during their workday. Employees can choose to take a thirty (30) minute meal break and two (2) fifteen (15) minute breaks or combine their breaks with their unpaid lunchbreak for a total of one (1) sixty (60) minute meal break. Employees working at least a four (4) hour shift shall have a fifteen (15) minute employer paid break.

## NEPOTISM

No member of an employee's immediate family, which is defined as spouse, mother or stepmother, father or stepfather, children, sister, brother, grandparents, grandchildren, current mother-in-law and father-in-law, son-in-law, daughter-in-law, current brother or sister-in-law, step-grandparents, step-grandchildren, aunt, uncle, niece/nephew, 1<sup>st</sup> cousin will be hired as an employee under the same line of supervision.

No immediate family member (as defined above) of a municipal official will be hired as an employee by the Town of Ashland City.

## SECTION III – LEAVE

### LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	Tues following the first Monday in November (Even years only)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and any additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.



**VACATION LEAVE**

Annual/vacation leave will be granted to regular full-time and part time employees. An employee will earn annual vacation leave during his/her probationary period after completing 30 days. Annual vacation time will not accrue if an employee is not working for 30 consecutive days. Annual vacation leave will be given in January of every year. For new hires, vacation leave will be prorated from the first day of eligibility to the end of the calendar year. This shall also be applied for employees who have an increase in their leave based upon years of service and this shall be prorated as well. For all employees a maximum of 100 hours may be carried forward into the next year. Any remaining hours over 100 at the end of the year (December) will be transferred to sick time.

Annual Vacation time will be added to employee’s first paycheck in January (new hires will be prorated thru end of calendar year) according to the following schedule:

<u>Years of Service Employees</u>	<u>Full Time Employees</u>	<u>Regular Part time</u>
0-5 years per paycheck)	2 weeks (3.08 hours per paycheck)	1 week (1.54 hours)
6-15 years hours per paycheck)	3 weeks (4.62 hours per paycheck)	1-1/2 weeks (2.31)
16+ years per paycheck)	4 weeks (6.15 hours per paycheck)	2 weeks (3.08 hours)

Definitions of regular full time and regular part-time employees can be found in Section III, Subsection H of this manual.

Vacations of one week or more consecutive days will be scheduled at least one (1) month in advance for the mutual convenience of the employee and the city government so proper adjustments can be made in the work schedules. No employee may begin his/her annual leave until his/her request has been approved by the Mayor and/or Department Head.

All annual vacation leave must be used prior to the employee receiving long term disability benefits.

An employee who is separated from city employment shall be paid for his/her unused vacation leave. The termination date shall coincide with last day of pay. In no event will an employee who has not completed at least 90 days of satisfactory service receive terminal annual vacation pay.

Legal holidays falling within a vacation period are not to be counted as vacation days. There shall be no pay in lieu of vacation. When an employee is on “leave without pay” for 15 days during any calendar month, no vacation leave will accumulate. Employees may not borrow against future annual vacation or transfer earned leave to another employee.

If the employee has accrued compensatory time, the employee may be required to use compensatory time before using vacation leave or other types of leave.

Vacation leave can be taken in minimum increments of one hour. Vacation can only be used if vacation hours are available.

Vacation does not accrue while on short term or long-term disability, leave without pay status, or FMLA, with the exception of Employees on Workers Compensation, who will continue to accrue vacation during the period of absence.

After twenty (20) working days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee army and national guard, may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. (T.C.A. 8-33-109)

## SICK LEAVE

Each regular full-time employee and regular part-time will accrue sick leave bi-weekly beginning on the first day after 30 days of employment and continuing until their termination. An employee shall not accumulate sick time if the employee does not work 30 consecutive regularly scheduled work days. Sick leave benefits will commence on the first day of such absence and shall continue for as long as sick leave credit remains.

Generally, employees become eligible to use sick leave in the situations outlined below.

1. Employees are incapacitated by sickness or a non-job-related injury.
2. Employees are seeking medical, dental, optical, or other professional diagnosis or treatment.
3. Necessary care and attendance of a member of the employee's immediate family, as defined in the nepotism section of this employee manual, if approved by the Mayor, department head, and/or immediate supervisor so authorized to approve such leave.
4. Employees may jeopardize the health of others because they have been exposed to a contagious disease. This must be certified by a qualified doctor's certificate.

Employees shall notify their immediate supervisor via text message, phone call, or email at the earliest possible time prior to the start of their shift but at least one (1) hour prior to the beginning of their regular workday of their absence due to illness. Every effort shall be made to notify the supervisor at the earliest possible time.

To prevent abuse of sick leave privilege employees are required to obtain and turn in a doctor's note to their immediate supervisor, department head, or mayor for any absence in excess of three (3) workdays.

Leave deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled days off. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement. When an employee is on

“leave without pay” for fifteen (15) days during any calendar month, no sick leave accumulates. An employee shall not accumulate sick time if the employee does not work 30 consecutive regularly scheduled work days.

After employees have exhausted their accrued sick leave, “leave without pay” may be granted at the discretion of the Mayor. Also, employees may be placed on special “leave without pay”, or they may be terminated if unable to perform their job or another job with or without a reasonable accommodation. Should employees later be able to return to work, upon presentation of certification by a doctor, they shall be given preference for employment in a position for which they are qualified, with a recommendation by the department head and the approval of the Mayor.

Sick leave does not accrue while on short term or long-term disability.

Employees may not borrow against future sick leave or transfer earned sick leave to another employee. The only allowable transfer would be for the approval of sick bank hours.

## Shared Sick Leave

### **1. Purpose**

City employees accumulate paid time off (sick leave) to be used for absences caused by non-occupational illness or injury. The City realizes that because of serious and prolonged illness, an employee may exhaust all available paid leave and may be placed on leave without pay. Employees forced to go on leave without pay could be without income at a very critical point in their work life. This Shared Sick Leave Policy establishes guidelines as to how fellow employees may voluntarily share some of their sick leave in order to provide assistance to another employee. This policy is not intended to apply to incidental, normal, or short-term conditions.

Unless differently specified in this policy, the use of shared sick leave by employees will comply with all uses, criteria and requirements of the City’s Sick Leave Policy.

### **2. Eligibility to Receive Shared Sick Leave**

An employee with twelve (12) months or more of continuous service who has exhausted all paid leave due to a serious illness or injury and has entered a leave-without-pay status for at least forty (40) consecutive regularly scheduled work hours may submit a request to the Human Resources Director for sharing of sick leave. Accompanying the request must be a doctor’s statement explaining the nature of the illness or injury and an anticipated return-to-work date, provided this information has not already been received.

Shared sick leave shall not be utilized retroactively except to cover the period between the date the request was submitted to the employee's department head and the date of approval by the City.

### **3. Eligibility to Share Sick Leave**

An employee must maintain a minimum personal sick leave balance of eighty (80) hours after sharing sick leave to be eligible to share. An eligible employee may voluntarily share up to forty (40) sick leave hours in one calendar year.

#### **4. Approval of Request for Shared Sick Leave**

Upon receipt of a request for shared sick leave, the Human Resources Director will submit the request to the standing Mayor and Department Head meeting on the following Tuesday. If the request is determined to be valid, the Human Resources Director will send a request to all City employees asking for sick leave sharing. Employees wishing to voluntarily honor the request should contact the Human Resources Director to complete the sick leave sharing process. The City will attempt to protect the confidentiality of the medical condition of the employee, but the requesting employee's name will be published in the request for shared sick leave.

#### **5. Maximum Allowable Received Shared Sick Leave**

Employees may receive up to six hundred forty (640) shared sick leave hours while in employment service to the City.

#### **6. Use of Shared Sick Leave**

Shared sick leave shall be used:

- a) In the order in which it is shared in eight (8) hour increments; and
- b) On consecutive regularly scheduled work hours.

NOTE: Any paid leave that an employee accrues while using shared sick leave shall be used before shared sick leave.

#### **7. Unused Shared Sick Leave**

When the recipient of shared sick leave returns to work, unused shared sick leave will be restored to the donors in reverse order of donation. Donating employees will be informed by the Human Resources Director of the amount of shared time he/she donated and used by the requesting employee.

#### **8. Conformity with Provisions of the City's Family and Medical Leave Act (FMLA) Policy**

Use of shared sick leave hours by an employee will be treated the same as if the employee was using his/her own accumulated paid leave as it relates to FMLA leave. Just as with other types of paid leave, shared sick leave hours will be used concurrently with leave provided under FMLA.

## **FAMILY AND MEDICAL LEAVE ACT**

### **Purpose**

The Town of Ashland City in compliance with Public Law 103-3, titled Family and Medical Leave Act (FMLA) of 1993. The policy also provides the changes to FMLA that come as part of the National Defense Authorization Act of 2008.

## **Eligibility**

The Family and Medical leave policy is applicable to employees who have worked at least 12 months for the City and who have worked at least 1,250 hours during the preceding 12-month period. Such employees are eligible for a maximum of 12-26 weeks leave under the act. Special rules apply for husbands and wives employed by the same employer, for highly compensated employees, and for local educational agencies. People who are *not* covered include elected officials, political appointees, volunteers, independent contractors, and legal advisors.

## **FMLA Circumstances**

Employees may be eligible for Family and Medical Leave for one or more of the following reasons:

1. For the birth and care of the newborn child of the employee.
2. For placement with the employee of a son or daughter for adoption or foster care.
3. To care for an immediate family member (spouse, dependent child, or parent) with a serious health condition.
4. Medical leave when the employee is unable to work because of a serious health condition.
5. To care for an immediate family member (spouse, child or parent) injured while on active military duty if that injury renders the service member unfit for military duty. Eligible employees can take up to 26 weeks of unpaid leave or may substitute vacation or sick leave.
6. To handle a “qualifying exigency” relating from an employee’s spouse, child or parent being called to active duty through the National Guard. Eligible employees can take up to 12 weeks of unpaid leave for a qualifying exigency or may use vacation leave (not sick leave).

## **Paid / Unpaid Leave**

Family Medical Leave may be paid or unpaid. Family Medical Leave runs concurrently with paid time off (i.e., sick, vacation time). If the employee has the time available, he/she must use all balances of paid time prior to an unpaid leave beginning. If the employee does not have the time available or he/she exhausts paid time while out on FML, the remainder of the approved leave will be unpaid. During periods of unpaid leave, an employee may not accrue any additional leave.

The combination of sick leave, vacation leave, floating holidays, and unpaid leave may not exceed the total allowable leave under FMLA.

## **Guidelines**

An eligible employee may take up to 12 weeks (480 hours) of FML in a 12-month period for the birth of a child or the placement of an adopted or foster care child. Leave may also be taken to care for one’s self, a child, spouse, or parent who has a serious health condition. The right to take leave applies equally to male and female employees who are eligible. Eligible employees may take up to 12 weeks of unpaid leave to deal with family issues resulting from a spouse, son,

daughter or parent being called to active duty (including being notified of an impending call to active duty).

Eligible family members of military personnel defined as the spouse, son, daughter, parent or next of kin of a covered service member may take a maximum of 26 weeks leave under FML to care for a wounded member of the armed forces. This includes family members of the National Guard or Reserves who are undergoing medical treatment, recuperation, therapy, or other medical treatment for a “serious injury or illness”.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment.
2. A period of incapacity of more than three consecutive calendar days that also involves treatment two or more times by a health care provider or treatment which results in a regimen of continuing treatment under the supervision of the health care provider.
3. Any period of incapacity due to pregnancy or for prenatal care.
4. A chronic condition that requires periodic treatments, continues over an extended period of time, and may cause episodic rather than a continuous period of incapacity.
5. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, requiring continuing supervision of a health care provider.
6. Multiple treatments either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatments, such as cancer, severe arthritis, or kidney disease.

Serious Injury or Illness for an Injured Service member is defined as a covered service member’s injury or illness incurred in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating. This could include medical treatment, recuperation, therapy, outpatient care and other treatments for a serious injury or illness.

During periods of unpaid leave, an employee may not accrue any additional seniority or similar employment benefits during the leave period.

**Spouse / Same Employer**

If spouses are employed by the same employer and eligible to take leave for the birth or adoption of a child, their aggregate leave under FMLA is limited to 12 weeks. For example, if the father takes four weeks leave to care for a child, the mother would be entitled to eight weeks leave, for a total of 12 weeks. If, however, the spouse experiences her own serious health condition as a result of the pregnancy, both employees are entitled to the full 12 weeks.

**Right to Return to Work**

On return from FML, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and

other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his/her position has been restructured to accommodate the employee's absence.

If the employee is unable to perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. The employer, however, may be required by the Americans with Disabilities Act to offer the employee an accommodation.

#### **Notification and Scheduling**

An eligible employee must provide the employer at least 30 day's advance notice of the need for leave for birth, adoption, or planned medical treatment when it is foreseeable. This 30-day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth or sudden changes in a patient's condition that require altering scheduled medical treatment.

Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30-day notice.

Employees may not retroactively claim that leave was for FMLA. Failure to provide notification will result in the leave not being designated as FMLA.

The employer will, if necessary, provide the FMLA leave notice in alternate formats.

Until FML is approved, the employee must follow the City's call-in procedures for sick leave absences. Failure to do so will cause the absences to fall under the sick leave policy.

#### **Certification**

The employer reserves the right to verify an employee's request for family/medical leave. If employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the employer may require that the request be supported by certification from the health care provider of either the eligible employee or the family member, as appropriate. Failure to submit proper certification may result in a delay of FML approval. If the employer has a reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chosen by the employer. The health care provider may not be employed by the employer on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.

Payment for the second opinion shall be borne by the employer. This certification must contain the date on which the serious health condition began; its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's need to care for the family member. Medical certifications will be treated as confidential and privileged information under HIPAA and the State's Open Records laws as appropriate.

An employee may be required to report periodically to the employer the status and the intention of the employee to return to work. Before return is granted, employees who have taken leave under this policy may be required to furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work.

Failure to provide certification in a timely manner may result in delay or denial of FMLA.

### **Reduced and Intermittent Leave**

FMLA Leave may be taken intermittently or on a reduced schedule when medically necessary as certified by the health care provider. Minimum intermittent leave is one hour. Intermittent or reduced leave schedules for routine care of a new child can be taken only with the employer's approval. The schedule must be mutually agreed upon by the employee and the employer.

Employees on intermittent or reduced leave schedules may be temporarily transferred by the employer to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.

Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but it will not exceed the equivalent of 480 hour's total leave in a 12-month period.

Each time intermittent leave is used, the supervisor must be contacted and FMLA leave requested. Otherwise, the absence will fall under the sick leave policy.

### **Restoration**

Employees who are granted leave under the FMLA policy will be reinstated to an equivalent or the same position held prior to the commencement of their leave. Certain highly compensated key employees, who are salaried and among the 10 percent highest paid workers, may be denied restoration.

Restoration may be denied if:

1. the employer shows that such denial is necessary to prevent substantial and grievous economic injury to the employer's operations.
2. the employer notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur; and
3. in any case in that the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice

Employees voluntarily accepting a light duty assignment in lieu of continuing FMLA leave maintain their right to restoration to the original or an equivalent job until the twelve (12) weeks of FMLA leave has passed.

### **The 12-Month FMLA Period**

The 12-month period during which an employee is entitled to 480 hours of Family and Medical Leave Act (FMLA) leave is a rolling twelve-month period and is measured as follows: An employee is entitled to 12-26 weeks of leave during the 12-month period after the leave begins. The next FML period will begin the first time the employee requests FML after the completion of the previous 12-month period.

### **Denial of FMLA Leave**

If an employee fails to give timely, advance notice when the need for FMLA leave is foreseeable, the employer may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave.

If an employee fails to provide, in a timely manner, a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, an employer may delay continuation of FMLA leave until an employee submits the certificate. If the employer never produces the certification, the leave is not designated as FMLA.

If an employee fails to provide a requested fitness-for-duty certification to return to work, an employer may delay restoration until the employee submits the certification.



### **Employee Benefits While on FMLA**

During periods of FMLA, the City will continue to provide health insurance benefits at the employee rate. If premiums are current, the employer will maintain health insurance benefits during periods of unpaid leave without interruption. Any payment for premiums or other payroll deductible insurance policies must be paid by the employee or the benefits may be terminated. The employer is obligated to reinstate benefits upon an employee's return to work.

The employer has the right to recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from this recapture provision at the local government's discretion.

FMLA Leave under this policy does not constitute a qualifying event that entitles an employee to Consolidated Omnibus Budget Reconstruction Act (COBRA) benefit; however, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work. At that point, the employee ceases to be entitled to leave under this policy and may be offered COBRA.

### **Workers' Compensation While on FMLA**

Workers' Compensation injury/illness meets the criteria for a serious health condition; the workers' compensation absence and the FMLA leave entitlement may run concurrently.

### **TENNESSEE MATERNITY LEAVE ACT**

Maternity/paternity leave is granted to male and female employees for a maximum of sixteen (16) weeks, with the first twelve (12) weeks of leave falling under the Family Medical Leave Act (FMLA) and the remaining four (4) weeks as maternity/paternity leave. Eligible employees must be employed full-time for at least twelve (12) months (and 1250 hours) to receive maternity/paternity leave.

The employee must provide at least four to six (4-6) weeks advance notice of his/her anticipated date of departure, except in those cases where medical emergency prevents this notice. The employee should state the length of his/her requested leave and detail the intention to return to fulltime employment after the leave.

Employees will be required to use accrued leave (vacation, sick, comp) during maternity/paternity leave. Accrued leave and maternity/paternity leave are used at the same time—employees do not take accrued leave first and then take maternity/paternity leave. The purpose of this leave is to provide time off for pregnancy, childbirth, nursing, and/or bonding with the infant. If the City finds that the employee pursued other employment opportunities or worked part-time or full-time for another employer during the period of maternity/paternity leave, then the City does not have to reinstate the employee at the end of the leave period.

These four months includes the 12-weeks allowable under FMLA.

<u>Leave Position</u>	<u>Maximum Time Allowed</u>
FMLA	12 weeks
TN Maternity Act	4 weeks
<b>TOTAL</b>	<b>16 weeks</b>

An employee, upon exhausting all earned sick leave, must use earned annual vacation leave, comp time or take leave without pay. Upon exhausting all sick leave and annual/vacation leave, an employee can request time from the sick bank. Sick bank is the accumulated leave of city employees. Upon sick bank board (department heads) approval time can be given to an individual up to 90 days. (See Human Resources Director for sick bank procedures.) Only the governing body, by a majority vote in a regular meeting, may make exceptions to leave policy due to unusual and/or extenuating circumstances.

The Town of Ashland City will follow the guidelines set out by the Family and Medical Leave Act of 1993. If an employee meets the eligibility requirements of FMLA, the employee will be provided the required notices and form letters. City Recorder along with Mayor will make determination of approval.

Upon receiving long term disability, the employee will update medical documentation as to their continued disability.

**RETIREMENT-** An employee who retires under the city retirement plan shall have all unused sick leave credited as additional time worked when calculating the employee’s retirement benefits.

**Retiree Health Coverage**

A retiree who reaches at least 59 1/2 years of age, current 5 years with The Town of Ashland City and at least 25 years or more of TCRS service, the city shall pay 100% of the cost of the employee coverage for the employer provided health insurance. All dependent coverage will be the retiree’s responsibility. At age 65, all employer provided health insurance benefits will cease. This retirement policy becomes effective 07/01/2022.

**BEREAVEMENT LEAVE**

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an immediate family member. Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, foster parents, and stepsiblings. (Current in-laws)

An extra day may be allowed when out of state travel is required, as approved by the employee’s department head. Any employee who wishes to take time off for death of

family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary “leave without pay.” An employee who claims bereavement leave, at the discretion of the department head, may be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

## CIVIL LEAVE

Civil leave with pay may be granted to employees for the following reasons:

1. Serve on jury duty. In the event of release from jury duty during work hours, employees are expected to return to work.
2. Answer a subpoena to testify for the city. Employees may use any available vacation leave for court appearances for non-city purposes.
3. Perform emergency duty for National Defense.

## MILITARY RESERVE DUTY LEAVE

Any employee who has successfully completed the probationary period, and who is a member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

Any employee who has successfully completed their probationary period and who is a member in the armed forces of the United States who is called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active-duty orders. The employee’s seniority, status and pay will remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent. The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

Any regular employee who is a member of the United States Army Reserve, Air Force Reserve, Marine Reserve or any of the Armed Forces of the United States, will be granted military leave for any field training or active duty required (excluding extended active duty).

Such leave will be granted upon presentation of the employee's official order to his/her jurisdictional official. Compensation for such leave will be paid pursuant to Section T.C.A. 8-33-109 and shall not exceed twenty (20) working days per calendar year. After the 20 working days the employee may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. The employee may take more than the allotted time in which he has acquired leave, but it will be without pay. Employees entering an extended active duty will be given two week's pay when placed on military leave. All sick and vacation benefits will continue to accrue.

## VOTING

When elections are held in the State, leave for the purpose of voting shall be in accordance with T.C.A. 2-1-106 herein reprinted:

**“EMPLOYERS MAY DESIGNATE PERIOD OF PERMISSIBLE ABSENTEEISM.**

Any person entitled to vote in an election held in this state may be absent from any service or employment on the day of the election for a reasonable period of time, not to exceed three (3) hours, necessary to vote during the time the polls are open in the county where he/she is a resident. A voter who is absent from work to vote in compliance with this section may not be subjected to any penalty or reduction in pay for his absence. If the tour of duty of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where he/she is a resident, he/she may not take time off under this section. The employer may specify the hours during which the employee may be absent. Request for such an absence shall be made to the employer before twelve noon of the day before the election.”

## DEATH OF AN EMPLOYEE

Upon the death of a full-time employee, his/her beneficiary shall receive his/her next due payroll check and pay for accrued vacation time. Further, his/her beneficiary shall be given complete assistance by the City Clerk/Recorder in settling pension, life, and hospital insurance benefits.

## JURY SERVICE LEAVE

When an employee receives a summons to report for jury duty, the employee is required to provide a copy of the summons to his/her immediate supervisor within 2 business days of receiving the summons. Upon presentation of the summons, the employee will be excused from employment for the day or days required of the employee while serving as a juror in any court of the United States or the state of Tennessee. The employee is expected to report for work for any time they are excused from active jury duty.

Upon release from jury duty during the employee's normal working hours, he/she will be expected to return to duty. Employees will receive full pay during jury service. The City will pay the employee such employee's usual compensation and the employee will sign over the check issued from the jury duty service to the City.

This policy also applies to employees who are summoned by the Court by subpoena as a witness in a legal proceeding.

## INCLEMENT WEATHER POLICY

Per resolution 2022-08, If an emergency or severe weather condition exist which affect normal operations, the Mayor or designee may make a decision not to open, to delay, or to discontinue operations temporarily. It is the intent of the Mayor to remain open each working day unless it is clearly impossible to do so.

Announcements of any closings or delays will be made through social media and on the town's website. When an employee loses work hours due to an official City delay, early closure or if the Mayor declares a full day weather closing, you will be paid for the hours you were scheduled to work. You are not required to use earned time to pay for such absences. Employees on previously approved sick or annual leave, travel or training are not affected by the closing and are not eligible for the paid administrative leave. If you conclude that you must arrive late or leave work early when no official closing has been announced, with department head approval, you can:

- Make up the time within the pay week from the occurrence of the absence; or
- Take annual leave or compensatory time for lost hours; or
- Take leave without pay for the lost hours upon Mayor approval.

Time off due to the announced closing shall not be considered as time worked for overtime compensation purposes. Overtime is paid on time worked, not time compensated.

There are certain department and personnel essential to the protection of life and property that do not fall within this policy (Emergency Personnel - Police and Fire, Water Treatment Plant, Sewer Treatment Plant).

## CONTAGIOUS DISEASE CLOSURE LEAVE

If an outbreak of a contagious disease such as Covid, Flu, etc. affects the majority of an office requiring the closure of that office for the safety of the staff or the public, the Mayor or designee may make a decision not to open, to delay, or to discontinue operations temporarily. It is the intent of the Mayor to remain open each working day unless it is clearly impossible to do so. The Mayor may close only a certain department or building if the issue does not affect the entire City. This policy may also be used in the event of an act of God or other disaster.

Announcements of any closings or delays will be made through social media and on the town's website. When an employee loses work hours due to an official City delay, early closure or if the Mayor declares a full day closure, you will be paid for the hours you were scheduled to work. You are not required to use earned time to pay for such absences. Employees on previously approved sick or annual leave, travel or training are not affected by the closing and are not eligible for the paid administrative leave.

Time off due to the announced closing shall not be considered as time worked for overtime compensation purposes. Overtime is paid on time worked, not time compensated.

There are certain department and personnel essential to the protection of life and property that do not fall within this policy (Emergency Personnel -Fire and Police, Water Treatment Plant, Sewer Treatment Plant).

## **SECTION V – BENEFITS**

The City recognizes that employee benefits are a critical component in career decisions. The City intends to provide a comprehensive benefits package that remains affordable and value based.

The plan document for each plan is available upon request.

### **Eligibility**

Employees are eligible for benefits when employees work a minimum of 30 hours per week. These benefits may include: medical coverage, dental coverage, and vision benefit options. If employees' hours drop below 30 hours per week on a regular basis, employees will lose eligibility for health insurance. If this occurs, the employee and all covered dependents will be offered COBRA.

Employees are responsible to list only dependents that are eligible for coverage as defined by the plan rules. If a covered dependent becomes ineligible based on the plan rules, it is the employee's responsibility to notify Human Resources immediately. Employees must notify Human Resources of any changes in status within 30 days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours, or any other change that could affect benefit plan eligibility.

### **Benefit Effective Dates**

Medical, dental and vision insurance will be effective the 1st day of the month following the hire date for full-time employment.

## **HEALTH COVERAGE**

Eligible employees must enroll for coverage within the first week of employment or a qualifying event. Temporary employee and part-time employees are **not** eligible for medical coverage.

### **Annual Enrollment / Transfer Period**

Health plans, benefit designs, eligibility rules, and premiums are subject to change each plan year based on the previous year's claims experience. Pre-taxed deductions can only be changed with a qualifying event during the plan year or at annual open enrollment.

### **Contribution**

The City may elect to contribute toward the cost of health benefits. The City's contributions, if any, are subject to change.

### **Qualifying Events**

Employees are responsible to notify the City if they experience any significant life event such as birth, marriage, divorce, legal separation, adoption, legal placement of a child, change of address, reduction in employee's regularly scheduled work hours, or a dependent change in status (i.e., school status). Some events will allow changes to benefits including adding or dropping dependents or terminating / adding coverage. Employees should notify Human Resource within 30 days of experiencing a qualifying event or may be required to wait until the following open enrollment to make any changes. Documentation must be provided such as a marriage certificate, birth certificate, divorce decree, court order, etc.

## COBRA – CONTINUATION COVERAGE

Under the federally mandated Consolidated Omnibus Budget Reconciliation Act, the City offers employees and their families the opportunity to temporarily extend their health insurance coverage in certain instances in which coverage under the group health plan would normally end.

Some examples of triggering events could be: reduction in employee's hours resulting in loss of eligibility, termination of employment (voluntary or involuntary), dependent eligibility changes (age/student status), divorce, and legal separation.

Employees covered under the City plan have a right to continue coverage if they lose it through reduction in regular work hours or employment termination for reasons other than gross misconduct.

A spouse of a covered employee also has a right to continue coverage if coverage would be lost because the employee dies, employment is terminated, the employee and spouse become divorced or legally separated, or the employee becomes eligible for Medicare benefits.

Dependent children may also continue coverage if the employee dies, employment is terminated, the parents become divorced or legally separated, the employee becomes eligible for Medicare, or the child ceases to be a "dependent child" under the terms of the plan.

If termination or reduction in hours is the qualifying event that triggers lost coverage, continuation coverage can be in effect for 18 months. All other qualifying events will trigger continuation coverage that lasts up to 36 months. Coverage will end before 18 or 36 months, however, if certain other events take place (i.e. if the employee becomes eligible for coverage under another group health plan).

Employees and family members have the responsibility to inform the plan administrator about any change in status. Failure to do so may terminate rights to elect continued coverage. Those eligible for continuation coverage have 60 days from the date they would normally lose coverage to elect to continue under the plan.

### **Premium Payments**

Failure to make timely premium payments may result in termination of coverage.

## LIFE INSURANCE

The City provides Term Life Insurance with Accidental Death & Dismemberment to employees. The face value of the policy is \$15,000.

Additional life insurance is available for employees and dependents, the cost of which is born by the employee.

## WORKERS' COMPENSATION

### **Compensation**

Employees on occupational disability will only be compensated in accordance with the provisions for the Tennessee Worker's Compensation Law (T.C.A. 50-6-101 through 50-6-623). No compensation shall be paid for the first seven (7) days of disability resulting from the injury, excluding the day of injury. However, if disability extends beyond that period, compensation shall commence with the eighth (8th) day after the injury. In the event, however, the disability from the injury exists for a period as long as fourteen (14) days, then compensation shall be allowed beginning with the first day after the injury. The rate of compensation through worker's compensation is  $66 \frac{2}{3}$  percent of the employee's average weekly wages.

Vacation and sick leave will continue to accrue while on worker's compensation leave.

Employees may choose to use sick and/or vacation time in order to be paid for the unpaid time under worker's compensation (up to the first seven (7) days).

Employees must report the work-related accident to the immediate supervisor during the shift in which they occur. Failure to do so may result in benefits being denied.

Worker's compensation leave will be denied if the post-incident Alcohol/Drug test is failed.

The employee is responsible for the employee's portion of insurance premiums while out on workers' compensation leave if deductions cannot be made from a paycheck.

### **Return to Maximum Medical Improvement**

Upon reaching Maximum Medical Improvement (MMI), the employee's medical condition shall be assessed as to the permanent medical restrictions and their ability to perform the duties of their normal work assignment. If the injured employee cannot return to their regular position, the Human Resources Department in conjunction with the department head shall attempt to find employment within the employee's department or within another department. Reasonable accommodation will be provided to qualified disabled individuals unless the accommodation would pose an "undue hardship" or is impractical due to the position the employee held at the time of the injury. Such attempts are not a guarantee that a position will be offered or that future employment is assured.

## UNEMPLOYMENT COMPENSATION

The state of Tennessee offers unemployment benefits through the Employment Security Division. Unemployment insurance benefits provide income to individuals who have lost work through no fault of their own. The benefits are intended to partially offset the loss of wages while an unemployed worker searches for suitable work, or until his employer can recall him/her to work.

## TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (TCRS)

The City contributes to the Tennessee Consolidate Retirement System for all qualified full-time employees. Employees are vested after five (5) years of service. The plan document issued by TCRS controls specific employee eligibility and benefits. For more information, contact TCRS at 615-741-1971 or [www.treasury.tn.gov/tcrs](http://www.treasury.tn.gov/tcrs).



## OTHER BENEFITS

### **Employee Assistance Program**

The City provides an Employee Assistance Program at no direct expense to employees. The Town of Ashland City's EAP Program is operated by outside consultants and available free of charge to employees and family members living in the immediate household.

The EAP is a confidential service guaranteed by state and federal laws as well as professional licensing regulations. Confidentiality will be maintained regarding all contacts to the extent allowed by law. Appointments are kept confidential and information is not included in personnel records nor revealed to supervisors, coworkers, family or friends. Should an employee be referred to the EAP by a supervisor, the EAP can only confirm for the supervisor, upon their request, if the contact was made and the dates on which meetings took place. No other information will be released to the supervisor without the consent of the employee or a legal requirement to do so. Specific information is released only when the employee has signed specific written consent, the law requires it, or there is concern for client safety or the safety of others. Employees can contact their supervisors or the Human Resources Manager for more information.

### **Deferred Compensation Plan**

Voluntary contributions can be made by the employee at a pre-taxed rate.

### **Long Term Disability Benefits**

Premiums for long term disability insurance are paid by the City. There is a 6-month exclusionary period.

## SECTION VI CODE OF ETHICS

This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

### Definition of "Personal Interest"

(1) For purposes of this Title, "personal interest" means:

- a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
- b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
- c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren); or
- d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

The words "employment interest" include:

- (a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and
- (b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

#### Disclosure of Personal Interest by Official with Vote

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself/herself from voting on the measure.

#### Disclosure of Personal Interest in Non-Voting Matters

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that it affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the Recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

#### Acceptance of Gratuities

An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

#### Use of Information

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

#### Use of Municipal Time or Facilities

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

#### Use of Position or Authority

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for him/her or others that are not authorized by the charter, general law, or ordinance or policy of the municipality.

#### Outside Employment or Other Position of Financial Interest

- (1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.
- (2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.
- (3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:
  - a. Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;
  - b. Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or
  - c. Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety.

#### Ethics Complaints

- (1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, they city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.

- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his own initiative when he acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.  
(b) The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.  
(c) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants a further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.
- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

- (1) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (2) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

#### Violations

An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

#### Appearance of Impropriety

At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

## **SECTION VII – NARCOTICS AND INTOXICATING LIQUORS**

### **PURPOSE**

The Town of Ashland City recognizes that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of the Town of Ashland City to provide all employees with a safe and secure workplace in which each person can perform his/her duties in an environment that promotes individual health and workplace efficiency. Employees of the Town of Ashland City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

To provide a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public business, the Town of Ashland City has adopted this drug and alcohol testing policy effective February 13, 1996. This policy complies with the: Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol- and drug-free environment and to work with persons free from the effects of alcohol and drugs. Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. In the case of this policy, the Omnibus Transportation Employee Testing Act of 1991 is most significant with its additional requirement of using the "split specimen" approach to drug testing, which provides an extra safeguard for employees. The types of tests that may be required are: pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up.

It is the policy of the Town of Ashland City that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes but is not limited to:

1. Being on duty or performing work in or on city property while under the influence of drugs and/or alcohol;
2. Engaging in the manufacture, sale, distribution, use, or unauthorized possession of drugs at any time and of alcohol while on duty or while in or on city property;
3. Refusing or failing a drug and/or alcohol test administered under this policy;
4. Providing an adulterated, altered, or substituted specimen for testing;
5. Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty; and
6. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical, or emotional ability of the employee to safely and efficiently perform his/her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/her use of any legally prescribed medication THAT IS LISTED UNDER Section F before the employee goes on duty or performs any work. The use of legally prescribed medication will be reviewed by the Dept. Head and Mayor on a case by case basis. before the employee goes on duty or performs any work.

In order to educate the employees about the dangers of drug and/or alcohol abuse, the city shall sponsor an information and education program for all employees and supervisors. Information will be provided on the signs and symptoms of drug and/or alcohol abuse; the effects of drug and/or alcohol abuse on an individual's health, work, and personal life; the city's policy regarding drugs and/or alcohol; and the availability of counseling. The Mayor has been designated as the municipal official responsible for answering questions regarding this policy and its implementation.

All Town of Ashland City property may be subject to inspection at any time without notice. There should be no expectation of privacy in such property. Property includes, but is not limited to, vehicles, desks, containers, files, and lockers.

## SCOPE

Certain aspects of this policy may apply to all full-time, part-time, temporary, and volunteer employees, of the Town of Ashland City. The pre-employment drug testing requirements of this policy apply to all applicants including positions requiring CDL and safety sensitive employees, who have been given a conditional offer of employment from the Town of Ashland City.

## CONSENT FORM

Before a drug and/or alcohol test is administered, employees and applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the laboratory, medical review officer (MRO), and Mayor, or his/her designee. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the city's drug and alcohol testing policy.

The consent form shall set forth the following information:

1. The procedure for confirming and verifying an initial positive test result;
2. The consequences of a verified positive test result; and
3. The consequences of refusing to undergo a drug and/or alcohol test.

The consent form also provides authorization for certified or licensed attending medical personnel to take and have analyzed appropriate specimens to determine if drugs or alcohol were present in the employee's system.

## COMPLIANCE WITH SUBSTANCE ABUSE POLICY

Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or for termination. The submission by an applicant or employee of a urine sample that is not his/her own or is adulterated shall be grounds for refusal to hire or for termination.

## GENERAL RULES

These are the general rules governing the Town of Ashland City's drug and alcohol testing program:

1. City employees shall not take or be under the influence of any drugs unless prescribed by the employee's licensed physician. Employees who are required to take prescription and/or over-the-counter medications shall notify the proper supervisory personnel before the employees go on duty.
2. City employees are prohibited from engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time and of alcohol while on duty or while in or on city property.
3. All Town of Ashland City property is subject to inspection at any time without notice. There should be no expectation of privacy in or on such property. City property includes, but is not limited to, vehicles, desks, containers, files, and lockers.
4. Any employee convicted of violating a criminal drug statute shall inform the director of his/her department of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction occurring. Failure to so inform the city subjects the employee to disciplinary action up to and including termination for the first offense. The city will notify the federal contracting officer pursuant to applicable provisions of the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act.

## PROHIBITED SUBSTANCES

All test results will be reported to the medical review officer (MRO). If verified by the MRO, they will be reported to the Mayor. The following is a list of substances for which tests will be routinely conducted (see Appendix A for cutoff levels):

1. Amphetamines
2. Marijuana
3. Cocaine
4. Opiates
5. Phencyclidine (PCP)

The city may test for additional substances listed under the Tennessee Drug Control Act of 1989.

## DRUG TESTING

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test.

### 1. Types of Drug Tests

Employees and applicants may be required to submit to drug testing under six separate conditions:

- a. **Pre-employment:** All applicants for employee status who have received a conditional offer of employment with the Town of Ashland City, must take a drug test before receiving a final offer of employment.
- b. **Transfer:** Employees transferring to another position within the city that requires a CDL or safety sensitive position, excluding volunteer firefighters, shall undergo drug testing.
- c. **Post-Accident/Post-Incident Testing:** Following any workplace accident (incident) determined by supervisory personnel of the Town of Ashland City to have resulted in significant property or environmental damage or in significant personal injury, including but not limited to a fatality or human injury requiring immediate medical treatment away from the scene, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible drug use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) drug test. This applies to all Town of Ashland City employees.

Post-accident (post-incident) testing shall be carried out within 32 hours following the accident (incident). (Note – DOT regulations allow up to 32 hours for drug tests. A lesser time provision is optional.) Urine collection for post-accident (post-incident) testing shall be monitored or observed by same-gender collection personnel at the established collection site(s).

In instances where post-accident (post-incident) testing is to be performed, the Town of Ashland City reserves the right to direct the medical review officer (MRO) to instruct the designated laboratory to perform testing on submitted urine specimens for possible illegal/illegitimate substances.

Any testing for additional substances listed under the Tennessee Drug Control Act of 1989 as amended shall be performed at the urinary cut-off level that is normally used for those specific substances by the laboratory selected.

(1) **Post-Accident (Post-Incident) Testing for Ambulatory Employees**

Following all workplace accidents (incidents) where drug testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisory or designated personnel of the Town of Ashland City to the designated urine specimen collection site within 32 hours following the accident. (Note-DOT regulations allow up to 32 hours for drug tests. A lesser time provision is optional.) In the event an accident (incident) occurring after regular work hours, the employee(s) will be taken to the testing site within 32 hours. No employee shall consume drugs prior to completing the post-accident (post-incident) testing procedures. No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in providing specimens for drug testing shall be considered a refusal to cooperate with the



substance abuse program of the Town of Ashland City and shall result in administrative action up to and including termination of employment.

(2) **Post-Accident (Post-Incident) Testing for Injured Employees**

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the Town of Ashland City appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and what amounts) were found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the Town of Ashland City or upon hiring following the implementation date.

Post-accident (post-incident) urinary testing may be impossible for unconscious, seriously-injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if drugs were present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within 32 hours must be fully documented by the attending medical personnel.

**d. Testing Based on Reasonable Suspicion**

A drug test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs and/or alcohol. This applies to all employees of the Town of Ashland City.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used drugs. This belief should be based on recent, physical, behavioral, or performance indicators of possible drug use. One supervisor who has received drug detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the Town of Ashland City making a determination to subject any employee to drug testing based on reasonable suspicion shall document their specific reasons and observations in writing to the Mayor within 24 hours of the decision to test and before the results of the urine drug tests are received by the department. Urine collection for reasonable suspicion testing shall be monitored or observed by same-gender collection personnel.

**e. Random Testing**

Only employees of the Town of Ashland City requiring a CDL or who are safety sensitive employees, excluding volunteer firefighters, are subject to random urine drug testing. In accordance with Federal law, it is the policy of the Town of Ashland City to annually random test for drugs at least 50 percent of the total number of drivers possessing or obtaining a commercial driver's license (CDL).

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random urine drug testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work related causes, etc.) to produce a specimen on the date random testing occurs, the Town of Ashland City may omit that employee from that random testing or await the employee's return to work.

**f. Return-to-Duty and Follow-Up**

Any employee of the Town of Ashland City who has violated the prohibited drug conduct standards and is allowed to return to work must submit to a return-to-duty test. Follow-up tests will be unannounced, and at least six tests will be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly.

Testing will also be performed on any employee in a position requiring a CDL returning from leave or special assignment in excess of six months. In this situation, the employee will not be required to pay for the testing.

**2. Drug Test Collection Procedures**

Testing will be accomplished as non-intrusively as possible. Affected employees, except in cases of random testing, will be taken by a supervisor or designated personnel of the Town of Ashland City to a drug test collection facility selected by the city (see Appendix B), where a urine sample will be taken from the employee in privacy. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. The employee will be asked to complete a chain-of-custody form to accompany the sample to a laboratory selected by the Town of Ashland City to perform the analysis on collected urine samples.

**3. Drug Test Laboratory Standards and Procedures**

All collected urine samples will be sent to a laboratory that is certified and monitored by the Federal Department of Health and Human Services (DHHS) (see Appendix C). As specified earlier, in the event of an accident (incident) occurring after regular work hours, the supervisor or designated personnel shall take the employee(s) to the testing site within 32 hours where proper collection procedures will be administered.

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours to request sending the split specimen to another Federal Department of Health and Human Services (DHHS) certified

laboratory for analysis. The employee will be required to pay for his or her split specimen test(s).

For the employee's protection, the results of the analysis will be confidential except for the testing laboratory. After the MRO has evaluated a positive test result, the employee will be notified, and MRO will notify the Mayor.

#### **4. Drug Test Reporting and Reviewing**

The city Mayor shall designate a medical review officer (MRO) to receive, report, and file testing information transmitted by the laboratory. This person shall be a licensed physician with knowledge of substance abuse disorders (see Appendix D).

- a. The laboratory shall report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures adopted by the Town of Ashland City.
- b. Reports from the laboratory to the MRO shall be in writing or by fax. The MRO may talk with the employee by telephone upon exchange of acceptable identification.
- c. The testing laboratory, collection site personnel, and MRO shall maintain security over all the testing data and limit access to such information to the following: the respective department head, the Mayor, and the employee.
- d. Neither the Town of Ashland City, the laboratory, nor the MRO shall disclose any drug test results to any other person excepted under written authorization from the affected employee, unless such results are necessary in the process of resolution of accident (incident) investigations, requested by court order, or required to be released to parties (i.e., DOT, the Tennessee Department of Labor, etc.) having legitimate right-to-know as determined by the city attorney.

## **ALCOHOL TESTING**

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test.

### **1. Types of Alcohol Tests**

Employees may be required to submit to alcohol testing under four separate conditions.

#### **a. Post-Accident/Post-Incident Testing**

Following any workplace accident (incident) determined by supervisory personnel of the Town of Ashland City to have resulted in significant property or environmental damage or in significant personal injury, including but not limited to a fatality or human injury requiring immediate medical treatment away from the scene, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible alcohol use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) alcohol test. This applies to all employees of the Town of Ashland City.

Post-accident (post-incident) testing shall be carried out within two hours following the accident (incident).

- (1.) Post-Accident (Post-Incident) Testing for Ambulatory Employees

Following all workplace accidents (incidents) where alcohol testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or designated personnel of the Town of Ashland City to the designated breath alcohol test site for a breath alcohol test within two (2) hours following the accident. In the event of an accident (incident) occurring after regular work hours, the employee(s) will be taken to the testing site within two hours. No employee shall consume alcohol prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in appearing for alcohol testing shall be considered a refusal to cooperate with the substance abuse program of the Town of Ashland City and shall result in administrative action up to and including termination of employment.

**(2.) Post-Accident (Post-Incident) Testing for Injured Employees**

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to specimen testing. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the Town of Ashland City appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and what amount) was found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the Town of Ashland City or upon hiring following the implementation date.

Post-accident (post-incident) breath alcohol testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if alcohol was present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within two (2) hours must be fully documented by the attending medical personnel.

**b. Testing Based on Reasonable Suspicion**

An alcohol test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of alcohol. This applies to all employees of the Town of Ashland City.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used alcohol. This belief should be based on recent, physical, behavioral, or performance indicators of possible alcohol use. One supervisor who has received alcohol detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the Town of Ashland City making a determination to subject any employee to alcohol testing based on reasonable suspicion shall document their specific

reasons and observations in writing to the Mayor within eight (8) hours of the decision to test and before the results of the tests are received by the city.

**c. Random Testing**

Only employees of the Town of Ashland City in positions requiring a CDL or who are safety sensitive employees, excluding volunteer firefighters, are subject to random alcohol testing. It is the policy of the Town of Ashland City to annually random test for alcohol at least 25 percent of the total number of drivers required to possess a CDL.

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between notification of an employee's selection for random alcohol testing and the actual presentation for testing.

Random test dates will be unannounced with unpredictable frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work related causes, etc.) to be tested on the date random testing occurs, the Town of Ashland City may omit that employee from that random testing or await the employee's return to work.

**d. Return-to-Duty and Follow-Up**

Any employee of the Town of Ashland City who has violated the prohibited alcohol conduct standards must submit to a return-to-duty test. Follow-up test will be unannounced and at least six (6) tests will be conducted in the first twelve (12) months after an employee returns to duty. Testing may be extended for up to 60 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly.

Testing will also be performed on any employee required to possess a CDL returning from leave or special assignment in excess of six (6) months. In this situation, the employee will not be required to pay for the testing.

**2. Alcohol Testing Procedures**

All breath alcohol testing conducted for the Town of Ashland City shall be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA). The city's police department cannot do this testing unless the test is required because of a traffic accident (incident).

Alcohol testing is to be performed by a qualified technician as follows:

a. Step One:

An initial breath alcohol test will be performed using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02 percent breath alcohol level (BAL), the test shall be

considered negative. If the result is greater or equal to 0.04 percent BAL, the result shall be recorded and witnessed, and the test shall proceed to Step Two.

b. Step Two:

Fifteen minutes shall be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered for each employee, the breath alcohol technician shall insure that the evidential breath testing device registers 0.00 on an air blank. If the reading is greater than 0.00, the breath alcohol technician shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument. Then Step One shall be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device.

The breath alcohol level detected in Step Two shall be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04 percent or greater, the employee shall be considered to have failed the breath alcohol test. Failure of the breath alcohol test shall result in administrative action by proper officials of the Town of Ashland City up to and including termination of employment.

Any breath level found upon analysis to be between 0.02 percent BAL and 0.04 percent BAL shall result in the employee's removal from duty without pay for a minimum of 24 hours. In this situation, the employee must be retested by breath analysis and found to have a BAL of up to 0.02 percent before returning to duty with the Town of Ashland City.

All breath alcohol test results shall be recorded by the technician and shall be witnessed by the tested employee and by a supervisory employee of the Town of Ashland City, when possible.

The completed breath alcohol test form shall be submitted to the Mayor.

## EDUCATION AND TRAINING

### **1. Supervisory Personnel Who Will Determine Reasonable Suspicion Testing**

Training supervisory personnel who will determine whether an employee must be tested based on reasonable cause will include at the minimum two (2) 60-minute periods of training on the specific, contemporaneous, physical, behavioral, and performance indicators of both probable drug use and alcohol use. One 60-minute period will be for drugs and one will be for alcohol.

The Town of Ashland City will sponsor a drug-free awareness program for all employees.

### **2. Distribution of Information**

The minimal distribution of information for all employees will include the display and distribution of:

- a. Informational material on the signs and symptoms of drug and/or alcohol abuse;
- b. Informational material on the effects of drug and alcohol abuse;

- c. An existing community services hotline number, available drug counseling, rehabilitation, and employee assistance programs for employee assistance;
- d. The Town of Ashland City policy regarding the use of prohibited drugs and/or alcohol; and
- e. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

#### CONSEQUENCES OF A CONFIRMED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT AND/OR VERIFIED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT

Job applicants subject to pre-employment drug testing will be denied employment with the Town of Ashland City if their initial positive pre-employment drug test results have been confirmed/verified.

If a current employee's positive drug and alcohol test result has been confirmed, the employee is subject to immediate removal from any safety-sensitive function and referral to the Substance Abuse Professional. The employee may be subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include: the employee's work history, length of employment, current work assignment, current job performance, and existence of past disciplinary actions. However, the city reserves the right to allow employees to participate in an education and/or treatment program approved by the Town Employee Assistance Program as an alternative to or in addition to disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the city's employee physician or breath alcohol technician who shall provide a written statement to the city indicating a refusal to test.

#### VOLUNTARY DISCLOSURE OF DRUG AND/OR ALCOHOL USE

In the event that an employee of the Town of Ashland City is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss his/her problem with the respective department head in private.

Such voluntary desire for help with a substance abuse problem will be honored by the Town of Ashland City. If substance abuse treatment is required, the employee will be removed from active duty pending completion of the treatment.

Affected employees of the Town of Ashland City are entitled to up to 30 consecutive calendar days for initial substance abuse treatment as follows:

1. The employee must use all vacation, sick, and compensatory time available.
2. In the event accumulated vacation, sick, and compensatory time is insufficient to provide the medically prescribed and needed treatment up to a maximum of 30 consecutive

calendar days, the employee will be provided paid leave for the difference between the amount of accumulated leave and the number of days prescribed and needed for treatment up to the maximum 30-day treatment period.

Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the substance abuse professional (SAP) of the Town of Ashland City. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or random drug and alcohol testing requirements. The Mayor of the Town of Ashland City will consider each case individually and set forth final conditions of reinstatement to active duty. These conditions of reinstatement must be met by the employee. Failure of the employee to complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in administrative action up to and including termination of employment.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the Town of Ashland City. Voluntary disclosure provisions do not apply to applicants. Employees found positive during drug and/or alcohol testing under this policy are subject to administrative action up to and including termination of employment as specified elsewhere in this policy.

#### EXCEPTIONS

This policy does not apply to possession, use, or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement, intoxilyzer demonstrations). In all such cases, it is the individual employee's responsibility to ensure that job performance is not adversely affected by the possession, use, or provision of alcohol.

#### MODIFICATION OF POLICY

This statement of policy may be revised by the Town of Ashland City at any time to comply with applicable federal and state regulations that may be implemented, to comply with judicial rulings, or to meet any changes in the work environment or changes in the drug and alcohol testing policy of the Town of Ashland City.

#### DEFINITIONS

For purposes of the drug and alcohol testing policy, the following definitions are adopted:

**Alcohol** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

**Alcohol Concentration** – The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.



**Alcohol Use** – The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**Breath Alcohol Technician (BAT)** – An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

**Chain of Custody** – The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing, and reporting.

**Collection Site** – A place where applicants or employees present themselves to provide, under controlled conditions, a urine specimen that will be analyzed for the presence of alcohol and/or drugs. Collection site may also include a place for the administration of a breath analysis test.

**Collection Site Personnel** – A person who instructs donors at the collection site.

**Commercial Driver's License (CDL)** – A motor vehicle driver's license required to operate a commercial motor vehicle (CMV).

**Commercial Motor Vehicle (CMB)** – Any vehicle or combination of vehicles meeting the following criteria: weighing more than 26,000 pounds; designed to transport more than 15 passengers; transporting hazardous materials required by law to be placarded, regardless of weight; and/or classified as a school bus.

**Confirmation Test** – A drug testing, a second analytical procedure that is independent of the initial test to identify the presence of a specific drug or metabolite that uses a different chemical principle from that of the initial test to ensure reliability and accuracy. In breath alcohol testing, a second test following an initial test with a result of 0.02 or greater than provided quantitative data of alcohol concentration.

**Confirmed Positive Result** – The presence of an illicit substance in the pure form or its metabolites at or above the cutoff level specified by the National Institute of Drug Abuse identified in two consecutive tests that utilize different test methods and that was not determined by the appropriate medical, scientific, professional testing, or forensic authority to have been caused by an alternate medical explanation or technically insufficient data. An EBT result equal to or greater than 0.02 is considered a positive result.

**Consortium** – An entity, including a group or association of employers or contractors, which provides alcohol or controlled substances testing as required by this part or other DOT alcohol or drug testing rules and that acts on behalf of the employers.

**Department Director** – The director or chief of a city department or his/her designee. The designee may be an individual who acts on behalf of the director to implement and administer these procedures.

**DHHS** – The Federal Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**DOT Agency** – An agency of the United States Department of Transportation administering regulations related to alcohol and/or drug testing. For the Town of Ashland City, the Federal Highway Administration (FHWA) is the DOT agency.

**Driver** – Any person who operates a commercial motor vehicle.

**EAP** – Employee Assistance Program.

**Employee** – An individual currently employed by the Town of Ashland City.

**Evidential Breath Testing Device (EBT)** – An instrument approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.”

**FHWA** – Federal Highway Administration.

**Initial Test** – In drug testing, an immunoassay test to eliminate negative urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

**Medical Review Officer (MRO)** – A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his/her medical history and any other relevant biomedical information.

**Negative Result** – The absence of an illicit substance in the pure form or its metabolites in sufficient quantities to be identified by either an initial test or confirmation test.

**NHTSA** – National Highway and Traffic Safety Administration.

**Refuse to Submit** – Refusing to submit to an alcohol or controlled substances test means that a driver: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice

of the requirement for urine testing in accordance with the provisions of this part; or (3) engages in conduct that clearly obstructs the testing process.

**Safety-Sensitive Drivers** – Employees in the aviation, motor carrier, railroad, and mass transit industries.

**Safety Sensitive Police and Fire Employees** – Includes all police officers, firefighters, and dispatchers, excluding volunteer firefighters.

**Split Specimen** – Urine drug test sample will be divided into two parts. One part will be tested initially, the other will remain sealed in case a retest is required or requested.

**Substance Abuse Professional** – A licensed physician (medical doctor or doctor of osteopathy), or a licensed/certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**Safety-Sensitive Employees** – Any employee of the Town of Ashland City that drives any city vehicle, truck or equipment or works with chemicals and machinery.

**A. 1994 DRUG AND ALCOHOL TEST STANDARDS**

<u>Drug</u>	<u>Cutoff Level Screen (ng/ml)</u>	<u>Cutoff Level Confirmation (ng/ml)</u>
Amphetamine (speed)	1000.00	
Amphetamine		500.00
Methamphetamine		500.00
Cannabinoid (marijuana)	50.00	15.00
Cocaine (benzoylecgonine)	300.00	150.00
Opiate	300.00	
Codeine		300.00
Morphine		300.00
Phencyclidine (PCP)	25.00	25.00
Alcohol	.04 percent BAL	.04 percent BAL

(Note – Additional substances listed under the Tennessee Drug Control Act of 1989 may be tested at the cutoff level customarily used by the selected laboratory. Cutoff levels are subject to change as DOT rules change.)

**B. DESIGNATED DRUG TESTING COLLECTION FACILITY**

Workforce Essentials  
 202 N. Main St., Unit #4  
 Ashland City, TN 37015  
 615-792-2520  
 Emergency Phone 1-800-905-3123 (Pager)

**C. DESIGNATED DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)  
CERTIFIED LABORATORY**  
EMPLOYEE ACKNOWLEDGEMENT FORM

**Town of Ashland City  
Employee Acknowledgement**

As an applicant or an employee, I have carefully read the Town of Ashland City Drug and Alcohol Testing Policy. I have received a copy of the Town of Ashland City Drug and Alcohol Testing Policy, understand its requirements and agree without reservation to follow this policy. As an applicant, I am aware that my offer of employment is conditional upon the results of a drug and/or alcohol test. As an employee, I am aware that I may be required to undergo drug and/or alcohol tests, that I will be informed prior to the drug and/or alcohol test, and that I may be subject to immediate dismissal if I refuse to take the test.

\_\_\_\_\_  
Name of Applicant or Employee

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

\_\_\_\_\_  
Department

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
(Signature of Applicant or Employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Date

**CONSENT AND ACKNOWLEDGEMENT FORM**

**Town of Ashland City  
DRUG/ALCOHOL TESTING PROCEDURES  
CONSENT AND ACKNOWLEDGEMENT FORM**

As an applicant or an employee with the Town of Ashland City, I hereby consent to and acknowledge that I am scheduled to undergo drug and/or alcohol testing. The test for alcohol will be a breath analysis test. The drug test will involve an analysis of a urine sample, which I will provide at a designated site. The purpose of the test will be to test for the presence of the following substances: amphetamines, marijuana, cocaine, opiates, PCP, alcohol, and/or any additional drugs listed in the Tennessee Drug Control Act.

I authorize qualified personnel to take and have analyzed appropriate specimens to determine if drugs and/or alcohol are present in my system. I acknowledge that the drug/alcohol screen test results will be made available to the testing laboratory, medical review officer (MRO), the Mayor, or his/her designee.

As an applicant, I am aware that a confirmed and verified positive drug/alcohol test result will rescind my conditional offer of employment. As an employee, I am aware that a confirmed and verified positive test result may lead to disciplinary action up to and including immediate dismissal. I understand that failure or refusal to submit to any test or any procedure under the City's Drug and Alcohol Testing Policy in a timely manner will be grounds for refusal to hire or for termination.

I will present a copy of this form to the collection site when I report for my scheduled drug/alcohol test. I also understand that failure to provide adequate breath for testing without a valid medical explanation, failure to provide adequate urine for controlled substances testing without a valid medical explanation, and engaging in conduct that clearly obstructs the testing process are the same as refusing to test.

I understand that if the urinalysis confirms the presence of drugs, I have the option to request that the split sample be sent to another certified laboratory for analysis at my expense. I understand that a failed breath alcohol test will be confirmed by a second test administered in accordance with the City's Drug and Alcohol Testing Policy.

Name of Applicant or Employee: \_\_\_\_\_

Department Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant or Employee)

\_\_\_\_\_  
Date

(Signature of Witness)

Date

## **SECTION VII - HARRASSMENT POLICY**

The Town of Ashland City is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, the City strictly forbids discriminatory practices, including sexual harassment and other forms of harassment, as defined in this policy. Any harassment prohibited by this policy, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside work-sponsored activities. The City will take immediate, positive steps to stop such harassment when it occurs.

The City prohibits any verbal, physical or visual conduct which could offend, intimidate or create a hostile working environment for any individual on the basis of race, color, religion, national origin, sex (including gender identity and pregnancy), age, disability, genetic information, sexual orientation, or parental status or any other characteristics protected by federal, state or local law. The City also specifically prohibits sexual harassment, which is defined in this policy as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, directed towards employees of either sex.

The conduct prohibited by the preceding paragraph will not be tolerated under any circumstances, including cases where the conduct is unwelcome, and /or:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
3. The conduct has the purpose or effect of unreasonably interfering with the individual's performance or of creating an intimidating, hostile or offensive working environment.

The types of behavior that may constitute prohibited harassment include, but are not limited to:

1. Making derogatory, vulgar, or graphic written or oral statements or jokes regarding race, color, religion, national origin, disability, gender, sexuality, sexual experience or any other characteristics protected by federal, state or local law;
2. Sexual harassment or unwelcome sexual advances;
3. Requesting sexual favors;
4. Verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting or propositioning;
5. Making explicit or implied job threats or promises in return for submission to sexual favors;
6. Making inappropriate sex-oriented comments on appearance;
7. Stating embarrassing sex-oriented stories;
8. Displaying sexually explicit or pornographic material, no matter how the material is displayed; and/or
9. Sexual assault on the job by supervisors, fellow employees, or, on occasion, non-employees.
10. Sending and/or displaying sexually explicit text messages and/or emails.

Note: Sexual harassment, for purposes of this policy, includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

Scope. This policy applies to all officers and employees of the City, including but not limited to full-time and part-time employees, elected officials, permanent and temporary employees, employees covered or exempt from the personnel rules or regulations of the City, and employees working under contract for the City. Additionally, it applies to conduct directed towards a City employee in the City workplace by someone who is not directly related to the City, such as a vendor, consultant, client, customer, or other City contact.

Responsibility: It shall be the joint responsibility of managers and supervisors of the City to ensure adherence to this policy. All managers and supervisors will assist in the coordination and the implementation of this policy. All supervisors and managers have the duty of ensuring that no individual or employee is subjected to sexual harassment or any other form of unlawful workplace harassment, and of maintaining a workplace free of such harassment. Supervisors and managers shall discuss this policy with employees and assure them that they are not required to endure any form of unlawful harassment.

Complaint Procedure The City encourages employees to report all perceived incidents of harassment, regardless of the position of the alleged offender. ***Any employee who has a harassment complaint against a supervisor, coworker, visitor, customer or other person, must bring the problem to the employer's attention.***

Any employee who feels he/she is subject to workplace harassment should immediately contact one of the people listed below with whom the employee feels most comfortable. Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about workplace harassment. Complaints may be made verbally or in writing to his/her immediate supervisor, Department Head, Human Resources Manager, or City Recorder.

If an employee is uncomfortable reporting harassment to any of these people, or if the employee believes that the complaint was not properly addressed, the employee should report the incident to the Mayor or the City Attorney.

When filing his/her complaint, the employee should be prepared to provide the following information:

1. His/her name, department, and position title;
2. The name of the person or people committing the harassment, including title(s), if known;
3. The specific nature of the harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
4. Witnesses to the harassment, if any; and
5. Whether the employee has previously reported the harassment and, if so, when and to whom.

### Reporting and Investigating Complaints:

The Human Resources Director is the person the City designates as the investigator of workplace harassment complaints against the employees. In the event the harassment complaint is against the Human Resources Director, the investigator shall be an employee appointed by the Mayor.

The City may elect to use an investigator not employed by the City to conduct factual investigations otherwise performed by the Human Resources Director.

When any employee makes an allegation of workplace harassment, the person to whom the complaint is made shall:

1. Immediately prepare a report of the complaint according to the complaint procedure section and submit it to the Human Resources Director.
2. Make and keep a written record of the investigation at the time the verbal interview is in progress, including notes on:
  - a. Verbal responses made to the investigator by the person complaining of harassment;
  - b. Witnesses interviewed during the investigation;
  - c. The person against whom the complaint of harassment was made; and
  - d. Any person contacted by the investigator in connection with the investigation.
3. Within five (5) days of receiving the complaint, prepare and present the findings to the Human Resources Director in a report, which will include:
  - a. The written statement of the person complaining of harassment,
  - b. The written statement of witnesses,
  - c. The written statement of the person against whom the complaint of harassment was made,
  - d. All the investigator's notes connected to the investigation.

### Action on Complaints of Workplace Harassment

Upon receiving an investigation report of a workplace harassment complaint, the Human Resources Director shall immediately review the report. If the Human Resources Director determines that the report is not complete in some respect, he/she may question the person complaining of workplace harassment, the person against whom the complaint has been made, witnesses to the conduct in question, or any other person who may have knowledge about the harassment.

Based upon the report and his/her own investigation (where a separate investigation is made), the Mayor shall, within a reasonable time, determine whether the conduct in question constitutes harassment. In making that determination, he/she shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct, the context in which the alleged actions occurred, and the behavior of the person complaining. Whether harassment took place or not will be determined on a case-by-case basis.

If the Human Resources Director determines that the harassment complaint is founded, he/she may recommend discipline the employee consistent with his/her authority under the municipal charter, ordinances, resolutions, or rules governing employee discipline.

The disciplinary action shall be consistent with the nature and severity of the offense, the employee's rank, and any other factors the Human Resources Director believes relate to fair and efficient administration of the municipal government. This includes, but is not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include warning, reprimand, suspension, demotion, or dismissal. Determining the level of disciplinary action shall also be made on a case-by-case basis. **A written record shall be kept of imposed disciplinary actions.**



In all events, an employee found guilty of workplace harassment shall be warned not to retaliate in any way against the person making the complaint, witnesses, or any other person connected with the investigation.

In cases where workplace harassment is committed by a non-employee against a city government employee in the workplace, the Mayor shall take whatever lawful action is necessary against the non-employee to bring the harassment to an immediate end.

The employee will be notified of a decision or of the status of the investigation as soon as possible.

There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven.

There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

Disciplinary action (up to discharge) will also be initiated against employees who make false or frivolous accusations, such as those made maliciously or recklessly, and against employees who knowingly fail to report instances of workplace harassment or fail or refuse to cooperate in a harassment complaint investigation.

Actions taken by the City to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable and appropriate, and consistent with the Tennessee Open Records Act, in order to protect the privacy of persons involved.

## WORKPLACE VIOLENCE

The City maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. The City recognizes that each employee is entitled to a safe and secure work environment that is free from intimidation, threats, or violent acts.

Workplace violence includes, but is not limited to harassment, threats, physical attacks, or property damage. A threat is the expression of intent to cause physical and/or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat. Physical attack is intentional hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property, which includes property owned by the City, employees, or others.

Each incident of violent behavior, whether it is committed by an employee or external entity, must be reported to the supervisor and Human Resources. The Human Resources Director is the party designated to investigate any claims of workplace violence.

Upon completion of an investigation, a written report will be presented to the City Manager. If it is determined that the information is correct, immediate and appropriate disciplinary action will be taken against the employee guilty of workplace violence. It is in direct violation of this policy to engage in any act of workplace violence.

Employees who have knowledge of an act of workplace violence or of another employee's intent to commit an act of violence against a co-worker, supervisor or citizen have an obligation to report such information to their supervisor. Failure to report or refusal to cooperate in an investigation regarding workplace violence may result in disciplinary action. Any employee who acts in good faith by reporting real or implied violent behavior will not be subject to any form of

retaliation or harassment. Any action of this type resulting from a report of violent behavior must be reported to Human Resources for investigation.

The Town of Ashland City is firmly committed to the principle of fair and equal employment opportunities for its citizens and strives to protect the rights and opportunities of all people to seek, obtain, and hold employment without being subjected to illegal discrimination and harassment in the workplace. It is the State's policy to provide an environment free of discrimination and harassment of an individual because of that person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws.

In the absence of an agency-specific policy, employees or applicants for employment who believe they have been discriminated against or harassed on any of these bases should utilize the procedures set forth in this policy.

In the absence of an agency-specific policy, employees or applicants for employment who believe they have been discriminated against or harassed on any of these bases should utilize the procedures set forth in the city's grievance procedure.

## Definitions of Discrimination and Harassment in the Workplace

### A. Workplace Discrimination and Harassment

This policy prohibits unequal and unlawful treatment of an individual on the basis of a person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, or veteran's status or any other category protected by state and/or federal civil rights laws. This policy further prohibits any unwelcome verbal, written, physical conduct, or electronic communication that either degrades or shows hostility or aversion towards a person because of that person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, or veteran's status or any other category protected by state and/or federal civil rights laws.

To aid employees in identifying prohibited behavior, the following specific examples of workplace discrimination and harassment are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that violate this policy:

- Undermining a person's authority or work performance because of the person's protected characteristics, such as age or religion;
- Using stereotypes or assumptions to guide decision-making about a person's career;
- Unwelcome touching or near-touching, which can encompass leaning over, cornering, hugging, or pinching, sexual innuendos, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
- Slurs and jokes about a class of persons, such as disabled persons or a racial group;
- Distributing via electronic means epithets, slurs, jokes or remarks that are derogatory, demeaning, threatening or suggestive to a class of persons or a particular person or that promote stereotypes of a class of persons;

- Display of explicit or offensive calendars, posters, pictures, drawings or cartoons that are sexually suggestive or that reflect disparagingly upon a class of persons or a particular person; or
- Derogatory remarks about a person's national origin, race, language, or accent.

#### B. Hostile environment

Hostile environment harassment occurs when a victim is subjected to comments based on race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws. A hostile work environment may also be created by innuendoes, touching, electronic communications or other conduct.

#### C. Sexual Harassment

Sexual harassment involves any unwelcome sexual advance, request for sexual favors, or verbal, written, electronic, or physical conduct of a sexual nature by a manager, supervisor, co-worker, or non-employee (third party). Managerial harassment occurs when a manager or a supervisor gives or withholds a work-related benefit in exchange for sexual favors from the victim or takes an adverse action against an employee for refusing a request for sexual favors. In some circumstances, threatening to take such actions may also be a violation of this policy. Certain actions may also create a hostile work environment. (See the definition for "hostile work environment" above.)

#### D. Retaliation

Retaliation is *any* act of reprisal, interference, restraint penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

##### A. Third Parties

Third parties are individuals who are not city employees but who have business interactions with city employees. Such individuals include, but are not limited to, customers, such as applicants for city employment or services, vendors, contractors, or volunteers.

### Conduct Prohibited by the Town of Ashland City

The Town strictly forbids and will not tolerate discrimination or harassment of any employee, applicant for employment, or third party on the basis of an individual's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws. The fact that an alleged offender meant no harm or was teasing will not excuse conduct that violates this policy.

The State of Tennessee strictly forbids and will not tolerate any form of retaliation directed against an employee, applicant for employment, or third party who either complains about discrimination or harassment or who participates in any investigation concerning discrimination or harassment.

### How to Report Incidents of Discrimination or Harassment

If an employee, applicant for employment, or third party believes he/she has been subjected to discriminatory or harassing conduct that violates this policy, he/she must report those incidents

as soon as possible after the event occurs and follow the grievance policy section IX, segment J of the policy manual.

#### How to Report a Retaliation Incident

If an employee, applicant for employment, or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report those incidents as soon as possible after the event occurs and follow the grievance procedure set forth in section IX, segment J of the policy manual.

## SECTION IX – MISCELLANEOUS POLICIES

### ASHLAND CITY DRESS CODE

This document sets forth the policy of the Town of Ashland City with respect to the Business Casual Dress Policy. Customers and the general public, judge our city on the basis of the appearance of our employees. The general dress code of our employees is business casual. Dress and personal grooming must be appropriate for the business environment in which you work.

The dress policy pertains to all full-time, part-time, or temporary employees. Field

Dress: An employee who must visit/work at current and potential construction site/location may dress appropriately for the work environment. Appropriate dress includes jeans, work uniforms, work jackets and work or protective boots/shoes.

However, at all times, common sense and good taste must apply towards any clothing worn.

#### **Examples of Inappropriate Attire at Work:**

- (1) Miniskirts, spaghetti-straps, or strapless tops or dresses/skirts split above the knee;
- (2) Midriff tops, shirts with potentially offensive words, logos, pictures, cartoons, or slogans;
- (3) Tank tops and halter tops, unless worn under another blouse, shirts, sweater or jacket;
- (4) Exercise pants, sweatpants, bib overalls, or shorts;
- (5) Clothing that is low cut, reveals stomach, cleavage, or undergarments (undergarments are required but should not be visible);
- (6) Jewelry, make-up, perfume and cologne should be in good taste.

**Please keep in mind that no dress code can cover all contingencies so employees must use a certain amount of judgment in their choice of clothing to wear to work.**

The department head is responsible for:

- (1) Ensuring employees under his or her supervision are informed of this policy.
- (2) Notifying an employee when his or her dress and personal grooming fall outside the provisions of the city's business dress policy. An employee is responsible for:
  - (1) Complying with Ashland City's Business Casual Dress Policy;

- (2) Avoiding unprofessional dress and/or unprofessional personal grooming while in the workplace or on Ashland City business;
- (3) Using good judgment when deciding dress in the workplace.

**An employee should direct questions regarding this policy to his or her department head.**

## PROTECTIVE FOOTWEAR

It is the responsibility of Police, Dept. of Fire & Life Safety, Public Works and Building and Codes to perform a workplace hazard assessment to determine the need for specific foot protection. Each affected employee shall wear protective footwear during employee work hours. They shall wear the approved foot protection as part of their work uniform.

Public works will be furnished 2 pair of boots once a calendar year (one pair of steel toe and one pair of Muck boots). The limit will be \$150.00 each anything over this amount will be the employee's responsibility.

## TRAVEL/TIP REIMBURSEMENT POLICIES

This policy applies to all city employees and/or elected city officials who may have reasons to travel out of town on official city business. No expenses shall be reimbursed unless travel is authorized and approved in advance by department head and/or Mayor of the Town of Ashland City.

### **1. Transportation**

- a. Air Transportation:** The city will pay for regular class or business class air travel as a general rule and will only pay for first class travel where the need is clearly indicated and approved in advance. Air travel will be utilized when the distance involved in the travel indicated is the mode travel of more economical.
- b. City Vehicles:** If a city vehicle is generally available and does not otherwise interfere with the regular utilization of said vehicle, it should be used in lieu of a personal/private automobile. Arrangements for these vehicles should be made in advance through the appropriate department head. Proof of actual gasoline purchase must be presented for reimbursement.
- c. Private Automobile:** The use of a private automobile for travel on official business may be authorized by department head, but only with the concurrence of the Mayor of the city. The Department Head or Mayor shall be notified prior to the employee's use of his/her personal vehicle for city business. Authorized to use their personal vehicles, employees shall be reimbursed *at the current federal per mile reimbursement rate* for actual miles driven. Only mileage on official business may be claimed; from origin to destination of official business and return by the most direct route, together with the mileage incurred at the destination. The cost of other related expenses, such as tolls, parking, and other vehicular expenses will be reimbursed.
- d. Non-Reimbursable Vehicular Expenses:** The employee will NOT be reimbursed for any fines, traffic violations, or parking tickets incurred while on official business.
- e. Rental Vehicles Associated with Air Travel:** The cost of a rental vehicle will be paid for by the city, if and when reasonably incurred by the employee as a result of traveling by air to the destination. Rental car authorization must be AUTHORIZED IN

ADVANCE by the department head and the Mayor. The City Recorder must also be notified in advance of the anticipated travel. Receipts for the cost of rental cars should accompany the request for reimbursement.

- f. **Other Considerations:** The selected mode of travel will be based on the best interest of the city. Additional factors to be considered in determining the most economical mode of transportation will include distance, length of travel time, salary, fuel, meals, etc.

## **2. Lodging**

Reimbursement for lodging will be based upon the locality, purpose of travel, and availability of accommodations. Lodging shall be approved in advance of securing reservations by the department head/Mayor/City Recorder. A signed receipt from the place of lodging is required for appropriate reimbursement.

## **3. Meal Cost and Allowances**

The meals and incidentals will be paid out the rate that has been established on the GSA website [www.gsa.gov](http://www.gsa.gov). This is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking). Generally, the applicable maximum per diem rate for each calendar day of travel shall be determined by the location of lodging for the traveler. Receipts are not necessary. If meals and incidentals should be in excess of this rate the employee will be responsible for the difference between the per diem rate and total cost submitted.

For officials attending the annual Tennessee Municipal League meeting, National League of Cities meeting or other official conferences of the city, reimbursement of meals in excess of the per diem will require receipts to be submitted with the travel form.

## **4. Miscellaneous Expenditures**

- a. Expenditures of a personal nature, movie theaters, etc. will not be approved for reimbursement.
- b. All registration fees for employee/officials attending approved workshops, seminars, conventions, and other business meetings will be allowed, including cost of any breakfast, luncheon, banquet or other associated meeting programs.
- c. NO expense of spouses or related parties accompanying the employee/official on travel will be reimbursed.
- d. An individual combining travel on official city business and travel for another organization or for personal reasons will be reimbursed ONLY for the appropriate part of the city's costs. The basis for reimbursement will be arranged in advance of travel.
- e. BEFORE traveling, a "Request to Travel" form must be filled in and submitted to the department head/Mayor/City Recorder for approval. This form combines a request for travel advance and authorization to travel, which must be granted in each case.
- f. A travel advance shall not be granted more than five (5) working days prior to travel. Such request must be made five (5) days in advance to allow for processing and approval. Upon return from travel, an employee/official shall submit a completed expense report within twenty (20) days detailing actual expenditures due for

reimbursement. The city will pay travel expenses promptly upon receipt of completed travel expense report.

- g. It is recognized that individual departments may have requirements, or policies which apply to that department's travel. These may apply to such things as the Tennessee Law Enforcement Academy or other special training programs which employees may be required to attend from time to time. Any special department policy applicable to travel is authorized upon approval of the City Council.

Violation of the travel rules can result in disciplinary action for employees. Travel fraud can result in criminal prosecution of officials and/or employees.

## USE OF CITY VEHICLES

A "city owned vehicle" is any vehicle to which the Town of Ashland City holds title.

Certain jobs require that employees be "on call" 24 hours a day, and for that reason, the city currently provides a "take home" vehicle for selected employees. The only employees that will be permissible to take the city owned vehicles home will be authorized by the Mayor. The list of employees authorized to possess a "take home" vehicle shall be maintained by the Mayor and may be revised as needed.

A city vehicle is for the employee's official use as a representative of the Town of Ashland City and will not be used at any time as a personal vehicle. Any and all persons riding in a city vehicle must have official business with the city.

All vehicles shall be permanently marked as property of the Town of Ashland City. The driver of each vehicle shall have a valid Tennessee Driver's License and a copy of this license shall be on file in the Finance Department's office.

City owned "take home" vehicles are allowed to travel outside the city limits of Town of Ashland City. If the employee lives outside the area.

While operating a moving vehicle, cell phone conversations should be kept to an absolute minimum (must be hands free). No cell phone usage, even with a headset, is allowable for any off-road (maintenance/construction type) equipment. No texting while driving or operating any city vehicle on or off the road. Personal cell phones will not be used while operating a city vehicle.

City employees should wear seatbelts at all times when driving city vehicles.

No smoking in city vehicles.

ALL accidents or incidents involving a city vehicle or employee MUST be reported immediately to the Department Head and City Recorder.

Employees can and will be subject to disciplinary action and up to termination if a city vehicle is found to not be conducting city business while in their possession.

### USE OF MUNICIPAL TIME, FACILITIES, ETC.

No employee of the Town of Ashland City shall use or authorize the use of municipal time, facilities, equipment or supplies for private gain or advantage to oneself or any other private person or group without prior approval of the Det. Head and/or Mayor. No city employee shall have in his/her possession tools or equipment that should obviously belong on city property (i.e. bulldozers, truck, etc.) unless acting in his/her capacity as a city employee.

### DRIVING RECORDS

Any employee who is required as an employment condition to possess and maintain a valid Tennessee driver's license or commercial driver's license must **immediately**, before reporting for duty the next workday, inform his/her supervisor should his/her license become denied, expired, restricted, suspended, or revoked any time during employment with the city. Failure to inform his/her supervisor of any restrictions on their license may be a basis for discipline. Periodic review of employees driving records will be conducted by the department head to assure adherence to this policy.

Driver's license information is to be provided during open enrollment each year to the Human Resources Director.

### ACCEPTING GRATUITIES

No employee shall accept, directly or indirectly, any gift, gratuity, or favor of any kind that might reasonably be interpreted as an attempt to influence his/her actions with respect to city business. See ethics policy.

### USING TOBACCO PRODUCTS

In light of the fact that using tobacco products poses a threat not only to the user but to non-users as well, the city has adopted a policy that prohibits using tobacco products in city facilities. The policy states that no person, including employees, shall, in a city facility, smoke or use any tobacco products. However, the city may provide a designated smoking area outside public buildings of at least 25 feet from the city facility.

### BUSINESS INTEREST

No employee shall have any financial interest in the profits of any contract, service, or other work performed by the city. No department head or supervisor shall personally profit directly or indirectly from any contract, purchase, sale, or service between the city and any person or company. No department head or supervisor shall personally, or as an agent, provide any surety, bail, or bond required by law or is subject to approval by the City Council.



No city employee shall enter into a contract with the city or perform any work or function under any contract with the city if he/she has a direct or indirect financial interest in the contract, unless:

1. The contract is awarded through a process that complies with the city's purchasing requirements; or
2. The City Council waives this section's requirements after making a formal finding that it is in the best financial interest of the city to do so after full disclosure on the part of the city employee of his/her direct or indirect financial interest in the contract, and the City Council's finding and waiver and the employee's full financial disclosure are recorded on the minutes of the City Council in open session.

## PERSONNEL RECORDS

Personnel records for each employee are kept on file and maintained by the Human Resources Director. Any changes of address, telephone number, marital status, draft status, beneficiaries, number of dependents, or completed education/training should be turned in to the supervisor for transmittal to the personnel file.

The accounting office maintains the vacation, pension, retirement and sick leave records for each employee. The Human Resources Director maintains the personnel file and all benefits to include medical, dental, life insurance. The Human Resources Director will advise employees of their eligibility so that they may take full advantage of all the benefits available. All medical records shall be kept in a separate confidential file for each employee.

It is the responsibility of each employee to update personnel information in his/her personnel file by notifying the Human Resources Director if any information changes. The city shall not be held liable when incorrect withholding, wrong beneficiaries, or loss of employee benefits result from the failure of any employee to keep personnel records current.

## SOCIAL MEDIA USE AND INTERNET POSTING POLICY

### (1) Applicability

- (a) This policy applies to every employee, whether part-time, full-time, currently employed by the city in any capacity who posts any material whether written, audio, video or otherwise on any web site, blog or any other medium accessible via the internet.
- (b) For purposes of this policy social media is content created by individuals using accessible and scalable technologies through the internet. Examples include: Facebook, blogs, My Space, RSS, YouTube, Second Life, Twitter, Linked In, Google Wave, etc.

### (2) City-Owned or Created Social Media

- (a) The City maintains an online presence. An employee may not characterize him or herself as representing the city, directly or in-directly, in any online posting unless pursuant to a written policy of the city or the direction of a supervisor.

- (b) All city social media sites directly or indirectly representing to be an official statement of the city must be created pursuant to this policy and be approved by the Mayor.
- (c) The city's primary and predominant internet presence shall remain ashlandcitytn.gov and no other website, blog or social media site shall characterize itself as such, unless approved by the Mayor.
- (d) The Mayor's appointee (see appendix) is responsible for the content and upkeep of any social media sites created pursuant to this policy. The Appendix may change as needed.
- (e) Whenever possible a social media site shall link or otherwise refer visitors to the city's main website.
- (f) In addition to this policy all social media sites shall comply with any and every other applicable city policy including but not limited to:
  - i. Open records policy
  - ii. Internet Use policy
  - iii. IT Security policy
  - iv. Ethics policy
  - v. Records retention policy
- (g) A social media site is subject to Tennessee's Public Records Act (T.C.A. 10-7-101, et seq) and Open Meetings Act (T.C.A. 8-44-101, et seq) and no social media site shall be used to circumvent or otherwise in violation of these laws. All information posted on a social media site shall be a public record and subject to public inspection. All lawful records request for information contained on a social media site shall be fulfilled by (See Appendix) and any employee whose assistance is necessitated. Every social media site shall contain a clear and conspicuous statement referencing the aforementioned state laws. All official postings on a social media site shall be preserved in accordance with the city's records retention schedule.
- (h) A social media site shall also contain a clear and conspicuous statement that the purpose of the site is to serve as a mechanism for communication between the city and its constituents and that all postings are subject to review and deletion by the city. The following content is not allowed and will be immediately removed and subject the poster to banishment from all city social media sites:
  1. Comments not topically related to the particular social media article being commented upon;
  2. Comments in support of or opposition to political campaigns or ballot measures;
  3. Profane language or content;
  4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
  5. Sexual content or links to sexual content;
  6. Solicitations of commerce;
  7. Conduct or encouragement of illegal activity;
  8. Information that may tend to compromise the safety or security of the public or public systems; or

9. Content that violates a legal ownership interest of any other party.

The city will approach the use of social media tools, software, hardware and applications in a consistent, citywide manner. All new tools, software, hardware and applications must be approved by IT.

- Administration of city social media sites. The IT Committee will maintain a list of social media tools which are approved for use by the city departments and staff.

Each Department will maintain a list of all city social media sites, including login and password information. Employees and officials will inform the Mayor and IT Committee of any new social media sites or administrative changes to existing sites.

The city must be able to immediately edit or remove content from social media sites.

For each social media tool approved for use by the city the following documentation will be developed and adopted:

- a. Operational and use guidelines
- b. Standards and processes for managing accounts on social media sites
- c. City and departmental branding standards
- d. Enterprise-wide design standards
- e. Standards for the administration of social media sites

### **(3) Non-City Social Media Sites**

An employee may not characterize him or herself as representing the city, directly or indirectly, in any online posting unless pursuant to a written policy of the city or the direction of a supervisor.

The use of a city email address, job title, official City name, seal or logo shall be deemed an attempt to represent the city in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the city in an official capacity.

Any postings on a non-city social media site made in an official capacity shall be subject to the Tennessee Open Records Act and the Tennessee Open Meetings Act.

An employee or official posting on a social media site shall take reasonable care not to disclose any confidential information in any posting.

When posting in a non-official capacity an employee or official shall take reasonable care not to identify themselves as an official or employee of the city. When the identity of an employee or official posting on a non-city social media site is apparent, the employee or official shall clearly state that he or she is posting in a private capacity.

## **SECTION X – SEPARATIONS AND DISCIPLINARY ACTIONS**

### **TYPES OF SEPARATIONS**

All separations of employees from positions with the municipal government shall be designated as one of the following types and shall be accomplished in the manner

indicated: resignation, layoff, disability, death, retirement, suspension and dismissal. At the time of separation and prior to final payment, all records, assets and other city property in the employee's custody must be transferred to the department. Any amount due because of shortages shall be withheld from the employee's final compensation.

This is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. The town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein.

## RESIGNATION

In the event an employee decides to leave the municipal government's employ, a two (2) –week notice shall be given to his/her supervisor so that arrangements for a replacement can be made. An unauthorized absence from work for a period of three consecutive working days may be considered by the department head as a resignation.

On an employee's last day of work, the Department Head, Mayor and/or Human Resources Director is to complete the following process:

1. Contact police department to discontinue access to any city buildings.
2. Collect any city property such as cell phones, city badge, computers, tablets, etc.
3. Contact IT to set end date for city email.
4. Interview employee to determine reason for resignation, if applicable.
5. Contact HR by email to inform them of the employee's last day of employment.

If a former employee returns to municipal government employment, after 6 months, his/her status of seniority, pay, leave, etc., will be the same as any new employee beginning work for the first time.

## LAYOFF

The Mayor or department head, if so designated by the Mayor, may lay off an employee in municipal government service when he/she deems it necessary by reason of a shortage of funds, abolishing a position, other material changes in the duties of organization of the employee's position, or related reasons that are outside the employer's control and that do not reflect discredit upon the employee's service.

A laid-off employee who is reinstated as a city employee within 90 days from the date he/she was laid off shall be reinstated with full benefits as if he/she had not been laid off.

## DISABILITY

An employee may be separated due to a disability when he/she cannot perform the essential functions of the job because of a physical or mental impairment that cannot be accommodated without undue hardship or that poses a direct threat to the health and safety

of others. Reasonable accommodations may include transfer to a comparable position for which the individual is qualified. Action may be initiated by the employee or the municipality, but in all cases it must be supported by medical evidence acceptable to the Mayor and City Council, and the disability must prevent the employee from performing the essential functions of the job. The city may require an examination at its expense to be performed by a licensed physician of its choice.

## DEATH

Separation shall be effective as of the date of death of an employee. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.

## RETIREMENT

Whenever an employee meets the conditions set forth in the retirement system's regulations, he/she may elect to retire and receive all benefits earned under the appropriate retirement system.

## SUSPENSION

Pursuant to Chapter 25 of the Town of Ashland City Charter, an employee may be suspended without pay by the Mayor or department head if such authority is delegated by the Mayor, for reasonable cause. For suspensions of more than fifteen (15) days, a written statement of the reason for suspension shall be submitted to the employee. This notice shall also include notification that the employee may appeal to the City Council by filing with the City Clerk/Recorder, within 10 days, a written notice of his/her intention to appeal. The City Council shall hold a hearing within twenty (20) days after the notice of appeal is delivered by the employee. The votes of four (4) councilpersons, excluding the Mayor's vote, shall be required to override the suspension, and the action of the City Council shall be the final determination in the matter. If the suspension is overruled by the City Council, any loss of salary shall be paid to the employee. All records associated with a suspension shall become a permanent part of the employee's personnel file.

## DISMISSAL

Pursuant to Chapter 25 of the Town of Ashland City Charter, an employee may be dismissed by the Mayor or department head if such authority is delegated by the Mayor, for reasonable cause. Reasons for dismissal may include, **BUT SHALL NOT BE LIMITED TO:** misconduct, negligence, incompetence, and insubordination, unauthorized absences, falsifying records, or violating any of the charter provisions, ordinances or these rules. Examples include:

1. Incompetency or inefficiency in performing duties;
2. Conviction of a criminal offense or of a malfeasance involving moral turpitude;
3. Violating any lawful and reasonable regulation, order, or direction made or given by a superior, or insubordination that constitutes a serious breach of discipline;
4. Being intoxicated, drinking any intoxicating beverages, or being under the influence of a drug or narcotic while on duty;

5. Theft, destruction, carelessness, or negligence of city property;
6. Disgraceful personal conduct or language toward the public, fellow officers, or employees;
7. Unauthorized absences or abuse of leave privileges;
8. Incapacity to perform the essential functions of a job because of a permanent or chronic physical or mental defect that cannot be accommodated;
9. Accepting any valuable consideration that was given with the expectation of influencing the employee in performing his/her duties;
10. Falsifying records or using official position for personal advantage;
11. Loss of an employee's driver's license and driving privileges by due process of law when the employee's position makes operating a motor vehicle necessary in performing his/her duties.

Prior to an employee's dismissal, a written statement of the reason for dismissal shall be submitted to the employee. This notice shall also include notification that the employee may appeal to the City Council by filing with the City Clerk/Recorder, within ten (10) days, a written notice of his/her intention to appeal. The City Council shall hold a hearing within twenty (20) days after the notice of appeal is delivered by the employee. The votes of four councilpersons, excluding the Mayor's vote, shall be required to override the dismissal, and the action of the City Council shall be the final determination in the matter. If the dismissal is overruled by the City Council, the employee shall be reinstated to his/her previous position, and any loss of salary shall be paid to the employee. All records associated with a dismissal shall become a permanent part of the employee's personnel file.

This is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. The town of Ashland City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, in accordance with the procedures included herein.

## EXIT INTERVIEWS

All separating employees are encouraged to attend an exit interview with the Mayor. The main purpose of this interview is to ascertain whether the reason for an employee's separation is founded on a misunderstanding that might be corrected by either the city or the employee. Any information that may improve future working conditions in the city is always welcome.

## GRIEVANCE PROCEDURES

A grievance is defined as an employee's feeling of dissatisfaction and any differences, disagreements, or disputes arising between an employee and his/her supervisor and/or employer regarding some aspect of his/her employment, application or interpretation of regulations and policies, or some management decision affecting him/her. **A grievance can be something real, alleged, or a misunderstanding** concerning rules and regulations or an administrative order involving the employee's health, safety, physical facilities, equipment or material used, employee evaluation, promotion, transfer, layoff, recall, and

any other related items. Such misunderstandings, complaints, points of view and opinions will be considered a grievance, except in cases where they relate to personnel actions arising out of pay, suspension and dismissal.

It is the city's desire to address grievances informally. Both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances that will be resolved only after a formal appeal and review. Employees who have a grievance may discuss it with their immediate supervisor, a higher-level supervisor, and/or the department head.

Employees must remember that there is no grievance until the department head or other appropriate person has been made aware of the dissatisfaction. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion or reprisal.

Steps of the grievance procedure are as follows:

1. **STEP ONE:** The employee makes an oral or written presentation of the complaint or grievance to the immediate supervisor. It shall be the supervisor's responsibility to promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate department head and take action, if possible. The supervisor shall inform the employee of the decision and any action taken. The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the department head. Any supervisor in the chain-of-command shall attach his/her recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level.
2. **STEP TWO:** If the grievance cannot be resolved on an informal basis between the employee and supervisor, the employee may proceed to the second procedural step. Before proceeding, an employee must reduce the complaint or grievance to writing and request that the written statement be delivered to the department head. If an employee wishes a hearing, the department head will hold such hearing and provide a written response to the employee and the immediate supervisor within five (5) days of being notified of the grievance.
3. **STEP THREE:** If the grievance is not resolved with the department head, the employee may request in writing a hearing with the Mayor. The Mayor's decision shall be communicated to the employee, department head and all other supervisory personnel involved in steps one and two. The Mayor's decision is the final step and shall be binding to all parties involved.

## GRIEVANCE AND APPEAL RESPONSIBILITIES

The Mayor is responsible for acting on appeals promptly and assisting employees in expediting appeals through the process. Only employee suspensions and dismissals may be appealed to the City Council. Only the Mayor and City Council may make the final decision to deny an appeal.

### A. POLICIES GOVERNING GRIEVANCE AND APPEALS PROCEDURES

An employee with a grievance shall be notified in writing of his/her rights to:

1. A grievance or appeals hearing as specified in this policy;
2. Receive written notification of the reason for the action that led to the grievance;
3. Be represented at all stages of the grievance proceedings by legal counsel retained at the employee's expense;
4. Present witnesses in his/her own behalf and cross-examine witnesses in support of the municipal government's action;
5. Examine and copy all documents that will be used by the municipality as justification for its actions;
6. Be free from threats, coercion, intimidation, or discrimination from other employees because he/she has made complaints, testified, or assisted in any manner in the above-stated grievance and appeals procedures.

#### **B. RECORDS**

Records shall be made of all procedures pertaining to all grievance actions and these records shall be maintained in the city's permanent files by the City Clerk/Recorder.

## **SECTION XI – AMENDMENTS TO THE PERSONNEL RULES**

### **AMENDMENTS**

Amendments or revisions of these rules may be recommended for adoption by the Mayor. Such amendments or revisions of these rules shall become effective after public hearing and approval by resolution of the governing body.

### **SEVERABILITY**

Each section, subsection, paragraph, sentence and clause of this policy document is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence or clause shall not affect the validity of any other portion of these rules and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted.

### **SPECIAL NOTE**

These personnel policies are believed to be written within the framework of the charter of the Town of Ashland City, but, in case of conflict, the charter takes precedence.

These personnel rules and regulations are for information only. This is not an employment contract. This document is a statement of current policies, practices and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the city charter. These personnel policies, rules and regulations shall be reviewed periodically. The employer reserves the right to change any or all such policies, practices and procedures in whole or in part at any time, with or without notice to employees.



## WAGE & SALARY POLICY

A copy of the city's wage & salary policy is on file with the city recorder's office. The content within the wage & salary policy is detailed for accounting purposes and is the standing policy on wage & salary.



**ORDINANCE NO.**

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

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

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

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

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

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

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

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

First Reading  
Second Reading

ATTEST:

\_\_\_\_\_  
Mayor Gerald Greer

\_\_\_\_\_  
City Recorder Mary Molepske



**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE  
ASHLAND CITY MUNICIPAL GOVERNMENT  
AND THE  
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between ASHLAND CITY MUNICIPAL GOVERNMENT (“CLIENT”) and the GREATER NASHVILLE REGIONAL COUNCIL (“GNRC”), is for the provision of professional services. The GNRC and CLIENT may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

**A. SCOPE OF SERVICES:**

Scope of Services. GNRC agrees to provide, upon authorization from the CLIENT, one or more activities identified from the “Scope of Services” described in Exhibit A and incorporated into this Contract.

**B. TERM OF CONTRACT:**

The parties agree that this Contract will be effective for the period beginning on January 1, 2022 (“Effective Date”) and ending on June 30, 2026 (“Term”).

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Compensation and Task Orders. The CLIENT agrees to pay GNRC according to the fee schedule included in Exhibit A. The CLIENT will authorize the amount of compensation through the issuance of Task Orders which shall be made part of this Agreement upon the signature of the CLIENT and GNRC representatives identified in D.2. The Task Order shall identify the compensation amount and period of performance. All work shall be conducted within the effective period of this contract as identified in Section B.

C.2. Progress Reports. The GNRC will submit to the CLIENT a narrative report along with each invoice describing the work performed or services provided during the billing period.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations, or bylaws.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally-recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, or email address.

CLIENT:  
GERALD GREER  
MAYOR  
233 TENNESSEE WALTZ PARKWAY, SUITE 103  
ASHLAND CITY, TN 37015  
EMAIL: GG@ASHLANDCITYTN.GOV  
PHONE: 615-792-4211

GNRC:  
 MICHAEL SKIPPER  
 EXECUTIVE DIRECTOR  
 44 VANTAGE WAY, SUITE 450  
 NASHVILLE, TN 37228  
 EMAIL: MSKIPPER@GNRC.ORG CC: CONTRACTS@GNRC.ORG  
 PHONE: 615-880-3540

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Termination for Convenience. The agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CLIENT be liable to GNRC for any service which has not been rendered. The final decision as to the amount for which the CLIENT is liable shall be determined by the CLIENT.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final

payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

- D.10. Monitoring. The CLIENT understands and agrees that GNRC's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the CLIENT as well as other entities including without limitation the U.S. Department of Economic and Community Development the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.12. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.13. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.14. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.15. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.18. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.


- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.21. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with attachments and exhibits.
- D.22. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.23. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.24. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.
- D.25. Cost Sharing Allowance. The CLIENT understands that revenue from this contract may be pooled with funding provided by other GNRC member governments seeking similar services. Further, the CLIENT understands funding provided to GNRC by the CLIENT as a result of this contract may be used to satisfy non-federal matching requirements of state and federal grant programs which are made available by GNRC to share in the costs of delivering or supplementing the scope of services identified in Part A of this contract.

REMAINDER OF THIS PAGE LEFT BLANK



**AGREED:**

**GREATER NASHVILLE REGIONAL COUNCIL**

	8/16/2024
_____	_____
Executive Director	Date

**ASHLAND CITY GOVERNMENT**

_____	_____
Mayor	Date

# Exhibit A

## Scope of Services

### A1. BACKGROUND

The Ashland City Municipal Government (“CLIENT”) is a formal member of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. The CLIENT has requested technical assistance from GNRC to support the CLIENT’s goal of accessing state and federal grant funds to invest in local government infrastructure and services.

### A2. TECHNICAL ASSISTANCE ACTIVITIES

The CLIENT may authorize GNRC to conduct one or more of the following types of activities through the term of the agreement.

- **Ad Hoc Grant Planning Workshops:** A half day workshop with the CLIENT to evaluate project ideas, potential funding sources, and recommendations for preparing for grant announcements.
- **Ad Hoc Community Prioritization Workshops:** GNRC can facilitate a full day workshop with the CLIENT and its stakeholders to assess community needs and priorities, evaluate project ideas, and to identify local resources that can be used to leverage state or federal grant funds. The workshop can be conducted in a single session or designed to offer breakout or concurrent sessions with smaller groups focused on specific topics as needed to meet the CLIENT’s objectives.
- **Ad Hoc Research and Mapping Support:** GNRC can provide ad hoc services to identify available grant opportunities, assess and document best practices of peer communities, and analyze or map local trends and conditions related to demographics, socioeconomic, infrastructure, environmental quality, public attitudes and opinions, among other topics.
- **Grant Writing or Application Assistance:** GNRC can lead or assist in the development of grant applications and assist the CLIENT with application submissions to granting agencies.
- **Environmental Reviews:** Federal grants awarded through state and federal agencies must comply with the requirements of the National Environmental Policy Act (NEPA). GNRC can lead or assist in environmental reviews to include the necessary documentation of exempt projects and categorical exclusions up to the completion of an Environmental Assessment document.
- **Grant Administration:** GNRC can provide project management support or serve as the grant administrator for grants awarded to the CLIENT. Grant administration services include 1) establishing proper filing systems, 2) assisting with procurement and recordkeeping in accordance with local, state, and federal laws, 3) managing meetings and contracts with vendors or contractors, and 4) preparing and submitting required reports.

### A3. FEE SCHEDULE

SERVICE	FEE SCHEDULE
Grant Planning Workshops	\$750 flat fee for to include approximately 8 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials
Community Prioritization Workshops	\$5,000 flat fee to include approximately 55 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials.
Research and Mapping Support	Priced per project based on the required level of effort.
Grant Writing	Priced per project based on the required level of effort.
Environmental Reviews	Priced per project based on the required level of effort.
Grant Administration	Priced per project based on the required level of effort.

### A4. BUDGET ASSUMPTIONS

Project budgets include the following costs:

- GNRC labor and associated fringe and indirect costs
- GNRC use of its licensed software applications and databases
- General office printing and project-related supplies
- Local mileage and parking for GNRC project personnel

The contract budget does not include direct or indirect costs incurred by the CLIENT in relation to any grant being administered by GNRC. Excluded costs include expenses for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal services or legal advice to the CLIENT as part of this agreement.

# Ashland City Grant Assistance

## TASK ORDER 1.0

### BACKGROUND

GNRC has been contracted (contract# ECD-OC-2024-002) by the Ashland City Municipal Government (“CLIENT”) to provide various services in support of the CLIENT’s pursuit and use of funding made available through state and federal grant programs. The contract relies on the issuance of “task orders” by the CLIENT in order to authorize GNRC to perform services. Each task order must include a description of the authorized work activities, period of performance, and approved fee. All work performed must be carried out in accordance with the terms and conditions of the approved contract, as amended.

### WORK ACTIVITIES AND DELIVERABLES

The CLIENT authorizes GNRC to provide the following services:

Environmental Review of the **CDBG Grant** to include research, information gathering, stakeholder outreach, and the submission of the required documents to the TN Dept of Economic and Community Development.

### PERIOD OF PERFORMANCE

January 1, 2022 thru December 31, 2024

### PROJECT FEE AND BUDGET ASSUMPTIONS

The CLIENT shall compensate GNRC in the amount of \$2,500.00. GNRC will invoice the CLIENT 100% of the fee upon completion of the environmental review.

### AUTHORIZATION AND ACCEPTANCE


This task order is authorized with the following signatures:

#### APPROVED BY

---

MAYOR	DATE
-------	------

#### ACCEPTED BY

	8/16/2024
GNRC EXECUTIVE DIRECTOR	DATE

# Ashland City Grant Assistance

## TASK ORDER 2.0

### BACKGROUND

GNRC has been contracted (contract# ECD-OC-2024-002) by the Ashland City Municipal Government (“CLIENT”) to provide various services in support of the CLIENT’s pursuit and use of funding made available through state and federal grant programs. The contract relies on the issuance of “task orders” by the CLIENT in order to authorize GNRC to perform services. Each task order must include a description of the authorized work activities, period of performance, and approved fee. All work performed must be carried out in accordance with the terms and conditions of the approved contract, as amended.

### WORK ACTIVITIES AND DELIVERABLES

The CLIENT authorizes GNRC to provide the following services:

Administration of the **CDBG Grant** to include 1) participation in project planning meetings with CLIENT staff and partners to discuss the scope of work; 2) establishing proper file organization and filing systems; 3) assisting with procurement and recordkeeping in accordance with the applicable local, state, and federal laws; 4) assisting with plans and specification approvals, if necessary; 5) assisting with pre-construction conferences and related activities, if necessary; 6) establishing policies and procedures for financial management and the orderly flow of contract funds to include preparation of requests for payment, any budget and/or program amendments, and written reports, as needed periodically and at close-out; 7) providing representation during scheduled monitoring visits conducted by the State and aid in responding to any comments made during those visits; 8) assisting or performing the required grant closeout activities.

### PERIOD OF PERFORMANCE

January 1, 2022 thru December 31, 2025

### PROJECT FEE AND BUDGET ASSUMPTIONS

The CLIENT shall compensate GNRC in the amount of \$20,000.00. GNRC will invoice the CLIENT based on progress, no more often than monthly.

### AUTHORIZATION AND ACCEPTANCE


This task order is authorized with the following signatures:

#### APPROVED BY

---

MAYOR	DATE
-------	------

#### ACCEPTED BY

  
GNRC EXECUTIVE DIRECTOR

---

8/16/2024	DATE
-----------	------

ORDINANCE # 548

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO  
AMEND TITLE 18, CHAPTER 3, SECTION 18-308**

**WHEREAS**, the Mayor and City Council, after review of older ordinances that have been in effect in the City, have determined that some Ordinances need to be updated to be current with the needs of the City.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 12, Chapter 1, Section 12-101 be amended to read in its entirety as follows:

18-308. Maintenance of Step Pumps and Control Panels. It shall be the duty of the property owner of any non-residential property upon which equipment for step pumps and control panels are installed or the agent of the owner to provide such maintenance to include pumping of tanks.

**BE IT FURTHER ORDAINED**, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

1st reading 10-13-2020

Public hearing 11-10-2020

2nd reading 11-10-2020

  
\_\_\_\_\_  
Mayor Steve Allen

  
\_\_\_\_\_  
City Recorder Kellie Reed CMFO, CMC

Date: 9/10/2024

Cumberland Landesign Inc.  
104 Leeward Point  
Hendersonville, TN 37075  
615-333-4636

Client:  
City of Ashland City  
c/o Gerald Greer

RE: Streetscape Improvements

Dear Client,

Cumberland Landesign is pleased to provide you with this proposal on the above referenced project. This will cover 1) Streetscape Improvements, 2) Additional Services.

1) Streetscape Improvements

Cumberland Landesign will prepare a set of improvement plans addressing aesthetics between Mulberry and Elizabeth Street.

Plans will display:

1. Recommended new street trees in large available planting beds.
2. Precast architectural foam/fiberglass self watering planters.
3. Stock or custom (3'x3'+/-) tree grate replacement covers.
4. Poly parking blocks at angled parking.
5. Shrub, and perennial planting plan for planters and small spaces.
6. Wireless speaker locations per manufacturers data.
7. Optional art, visual feature, or theme ideas per City.

The Client will be able to replicate selected products elsewhere, outside the limits of streetscape improvement, throughout the downtown corridor if elected. The Client shall address bench seating and ADA parking compliance with TDOT.

Cumberland Landesign will perform site visits necessary to assess conditions. Plans (3-4 sheets) will be provided in PDF format at 50% and 90% and Final per Client review and comments.

Physical meeting are Additional Services, but video and voice conferences are included in the Flat Fee. It is critical that the City source, or provide contacts, AutoCAD files of existing conditions within the scope of improvements.

Billing shall occur at 50% and after 100% completion.

Flat Fee:

\$5,000.00

## 2) Additional Services (2024 Rates)

Additional services is billed hourly. Travel time during business hours is billed at \$50.00 per hour. Design, drafting, and office work are billed hourly at a rate of \$75.00 per hour. Construction management, private or public meetings, and requested site visits are \$150.00 per hour, pro-rated after the first hour.

## TERMS AND CONDITIONS

### Existing Conditions

The Client is responsible for providing AutoCAD (v 2010 or earlier) format information from a registered land surveyor in the state which the subject project is located. Mortgage loan surveys, paper records, and associated graphic documentation can be utilized as a base for plan creation, but is an Additional Service billed hourly for drafting time. Cumberland Landesign shall not be held responsible for site conditions, utilities, easements, restrictions, setbacks, or encumbrances when a survey has not been provided.

### Access

Unless otherwise stated, Cumberland Landesign will have access to the site for activities necessary for the performance of the services. The Client agrees to allow Cumberland Landesign to take photos of finished products for marketing and advertising, or the Client may provide print quality photos. Job site location or personal information will not be shared.

### Jobsite Safety

The Client understands that Cumberland Landesign is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

### Communication

The Client agrees to verify all requests, meeting times/dates, and coordination with Cumberland Landesign verbally.

### Timeframe

Documents shall be produced in a timely manner. Client shall agree to hold Cumberland Landesign not responsible when unforeseen illness, disasters, or accidents which prevent deadlines from being met. Client shall allow five (15) business days minimum to provide plans for new projects and three (5) business days minimum to provide revisions to existing plans. Work is not performed on weekends, holidays, or when on vacation.

### Rush Projects

New or revised projects which require weekend, less than 3 business days, or overnight service will be billed as an Additional Services beyond the Flat Fee.

### Insurance

The Contractor shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of performance of Cumberland Landesigns' services under this agreement.

Cumberland Landesign carries E&O professional liability insurance with Risk Strategies / XL Insurance policy number #DPS9953497. Where required coverage exceeds \$100,000. the Client shall pay for Project related additional fees. Certificates of Coverage provided at request.



#### Termination of Services

This agreement may be terminated by the Client or Cumberland Landesign upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Cumberland Landesign, the Client shall compensate Cumberland Landesign for services performed prior to termination.

#### Pause on Services

Cumberland Landesign shall exercise the right to discontinue professional services for projects where payment has not been made or is past due - from date of billing. Cumberland Landesign may not start new projects under the same Client until previous projects are paid in full. For projects with late invoices paid current Cumberland Landesign will resume service within 5 business days. The Client agrees not to hold Cumberland Landesign responsible for due dates, deadlines, or schedules when a pause on services is performed.

#### Additional Services

Cumberland Landesign will not perform any services not listed in this Contract. Architectural, Geotechnical, Engineering, Surveying, or other professional consultation services are the sole responsibility of the Client.

#### Reimbursable Expenses

Reimbursable Expenses include, but not limited to, expense of transportation in connection with the project; expenses in connection with out of town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, specifications, and other documents; expenses for postage, and handling of drawings. These Reimbursable Expenses shall be bill as a multiple of 1.10 times the cost incurred by Cumberland Landesign.

#### Revisions

Revisions after project completion are additional services. Innovative design requests, seeking administrative waivers, and as-built plans are additional services.

#### Termination Expenses

Termination Expenses include expenses which are directly attributable to termination, and are computed as a percentage of the total compensation for services earned to time of termination as follows: Ten percent (10%) of the total compensation for services earned to date.

#### Clientship of Documents

All documents produced by Cumberland Landesign under this agreement shall remain the property of Cumberland Landesign and may not be used by the Client or any person or endeavor without written consent of Cumberland Landesign. No electronic files of the project will be released to any parties. PDF files of the project will be available for the Clients records and reproduction. Electronic and paper documents are original works and the property of Cumberland Landesign and are unique to this project and meant solely to be used for this project. CAD files will not be provided unless required by the governing authority.

#### Limits of Exposure

The Client agrees to limit the monetary amount of claims against Cumberland Landesign to no more than the value of services provided including legal costs and associated fees.

#### Mediation

The Client agrees to seek mediation through an arbitrator prior to seeking professional legal services. The Client and Cumberland Landesign shall decide on the arbitrator(s).

Billings and Payments

Invoices for services and expenses are due when rendered. If the Invoice is not paid within thirty (30) days, Cumberland Landesign may, with out waiving claim or right against Client, and without liability, terminate performance of services. Performance of services includes, but is not limited to, submission of documents, revisions/updates to plans, site inspections, and associated services related to the subject project.

Responsible Payer

The Client is solely responsible for providing payment when invoiced. The Client agrees not to withhold payment based on contractor construction completion, jurisdiction approval, third parties, or the performance of any other professional . This Proposal is exclusively between the Client and Cumberland Landesign, and no others.

Late Fees

Projects which are past the due date will receive, at the option of Cumberland Landesign, a 5.0% late fee each month.

Past Due Payments

Client shall pay all costs of collection, including associated attorney's fees.

Failure to Perform

The Client agrees not to hold Cumberland Landesign responsible for installations by the Contractor, Sub-Contractor, or Installer which vary from the approved plan(s). Cumberland Landesign shall not be held responsible for materials substitutions, unapproved field changes, or adjustment which differ from the official plan(s).

Contract Expiration

This proposal for services expires after 30 days from the date listed above. Cumberland Landesign may honor the original contract after this expiration date or may choose to draft a new proposal for services.

Cumberland Landesign is incorporated (S-Corp).  
Robert Brian Wray is a licensed Landscape Architect (TN # 581).

Cumberland Landesign is pleased to provide you with these services, and we look forward to working with you.

Accepted by:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\* Scan & e-mail only this page to [cumberlandesign@bellsouth.net](mailto:cumberlandesign@bellsouth.net).

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE  
AUTHORIZING SIGNERS TO ALL BANK ACCOUNTS**

**WHEREAS**, the Town of Ashland City, through its City Council, as set out in the Town’s Charter Section 43, may elect to designate other officers to sign disbursement checks in the Mayor’s absence; and

**WHEREAS**, the City Council for the Town of Ashland City wishes to remove JT Smith from all bank accounts and add Gerald Greer.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** hereby remove JT Smith from all accounts and add Gerald Greer.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor Gerald Greer

\_\_\_\_\_  
City Recorder Mary Molepske

# 2024 - 2025 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

## Office of the Secretary of State Tennessee State Library and Archives

*Due to the Red Regional Library by October 1st*

Region: Red River

County(ies): Cheatham

Library/Library System: Cheatham County Public Library  
South Cheatham Public Library

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Library is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet Maintenance of Effort (MOE) may result in the loss of all regional library services, including materials currently held at the local library(ies) paid for with State and Federal funds, and that responsibility for ensuring compliance with this agreement and the *Public Library Service Agreement* shall be shared by both the local funding entity and the Public Library Board of Trustees.

**Report only public tax dollars appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, donated funds, grant funds or pass-through money appropriated by another County or City.**

**A. Appropriated and Expended by the County(ies):**

County(ies)	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024	Expended FY 2023-2024	Appropriated FY 2024-2025
Cheatham	\$212,728.48	\$236,864.03	\$236,207.67	\$253,715.56	\$283,443.94
South Cheatham	\$134,094.29	\$134,392.43	\$143,951.76	\$140,227.91	\$169,085.62
<b>TOTAL</b>	<b>\$346,822.77</b>	<b>\$371,256.46</b>	<b>\$380,159.43</b>	<b>\$393,943.47</b>	<b>\$452,529.56</b>

**B. Appropriated and Expended by the City(ies):**

City(ies)	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024	Expended FY 2023-2024	Appropriated FY 2024-2025
Ashland City	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Kingston Springs	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
<b>TOTAL</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>

**C. Totals:**

	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024	Expended FY 2023-2024	Appropriated FY 2024-2025
<b>TOTAL</b>	<b>\$367,822.77</b>	<b>\$392,256.46</b>	<b>\$401,159.43</b>	<b>\$414,943.47</b>	<b>\$473,529.56</b>

# 2024 - 2025 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

## Office of the Secretary of State Tennessee State Library and Archives

Region: Red River

County(ies): Cheatham

Library/Library System: Cheatham County Public Library  
South Cheatham Public Library

**D. Number of library operating hours in a normal week:**

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2022-2023	Number of Hours per Week FY 2023-2024	Number of Hours per Week FY 2024-2025	Comments
Cheatham County Public Library	Main	55	55	55	
South Cheatham Public Library	Main	49.5	49.5	49.5	
<b>Total</b>		<b>105</b>	<b>105</b>	<b>0</b>	

**E. Official Signatures:**

\_\_\_\_\_  
Kerry McCarver, Cheatham County, Mayor Date

\_\_\_\_\_  
Gerald Greer, Ashland City, Mayor Date

\_\_\_\_\_  
Anthony Gross III, Kingston Springs Mayor Date

\_\_\_\_\_  
, Library Board Chair Date

**For State Library Use Only**

Reviewed by:

Signature \_\_\_\_\_  
Cecilie B. Maynor, Red River Regional Library Director

Date \_\_\_\_\_

Additional notes:

Approved by:

Signature \_\_\_\_\_  
James Ritter, State Librarian and Archivist

Date \_\_\_\_\_



**TBI APPLICANT SERVICES RECORDS CHECK  
 USER AGREEMENT  
 BETWEEN TENNESSEE BUREAU OF INVESTIGATION  
 AND  
 Contract Personnel**

As head of the following entity, \_\_\_\_\_  
 Official Agency Name

I hereby certify that fingerprint information submitted to the Tennessee Bureau of Investigation (TBI) by or on behalf of this agency will be submitted only for Contract Personnel. I further certify as head of the agency, that all individuals will receive equal treatment regarding any agency requirements for completion of fingerprint and criminal history background checks as a condition of employment or licensing. I also certify that any criminal history record information furnished to this agency by the TBI will be maintained as strictly confidential, provided adequate security and privacy, not used for any purpose except as provided by law, and that dissemination will be limited to those persons directly engaged in the management, hiring, and/or licensing processes of this agency within the state of Tennessee. **In accepting responsibility for this information, I am also fully aware and agree to complete any and all audits issued by the Tennessee Bureau of Investigation. As agency head, I hereby declare that the person(s) listed below is/are the person(s) to whom the TBI responses should be submitted, and to promptly notify the TBI of any changes in personnel in this/these position(s). My agency is authorized to request this information as allowed by 28 CFR 20.33.**

\_\_\_\_\_  
 (Name(s) and Title(s) of Person(s) Delegated to Receive Criminal History Records from TBI and/or FBI)

\_\_\_\_\_  
 (E-mail address(s) of person(s) receiving response)

\_\_\_\_\_  
 (Mailing Address)

\_\_\_\_\_  
 (Phone Number, Including Area Code)

\_\_\_\_\_  
 (City, State and Zip)

\_\_\_\_\_  
 (Fax Number, Including Area Code)

\_\_\_\_\_  
 (Signature of Agency Head)

\_\_\_\_\_  
 (Name of Agency Head)

\_\_\_\_\_  
 (Date)



## INSTRUCTIONS FOR SUBMITTING REQUESTS

To the TENNESSEE BUREAU OF INVESTIGATION for

APPLICANT SERVICES RECORD CHECKS by

### Contract Personnel

1. No requests for fingerprint-based background checks will be handled until the requesting agency/organization has completed a standard User's Agreement in its entirety and returned it to the TBI. Blank User's Agreements are available from the TBI Applicant Processing Unit. Processing of the User's Agreement will result in the agency/organization being assigned an Originating Agency Identifier (ORI) which should be used on all communication with the TBI and its agents.
2. Requests for fingerprint-based background checks must be submitted either through the use of the Tennessee Applicant Processing Services (TAPS) electronic submissions or paper fingerprint cards must be sent to our state vendor.
  - a) **TAPS:**  
The website [www.identogo.com](http://www.identogo.com) will provide all information necessary for an agency/organization to take advantage of this service.
  - b) **Paper fingerprint card submissions:**  
The website [www.identogo.com](http://www.identogo.com) will provide all information necessary for an agency/organization to take advantage of this service.

All descriptor data/blank fields must be legibly filled out and all signatures must be present. Missing, inaccurate or incomplete descriptors or signatures will result in rejection of the fingerprint cards.

The notation **Privatization - Contract Personnel** must be placed in the "Reason Fingerprinted" block, and the full name and address (including zip code) of the requestor agency must be placed in the "Employer" block. Failure to provide this information will result in the card being rejected.

All cards submitted must have a legible ORI number included on the cards. As long as all descriptors/blank fields (including "Reason Fingerprinted" and "Employer") are completed, it is not necessary to submit additional paperwork such as waivers or application forms with the cards.

All ten fingerprints must be legible and classifiable in order to be processed on the Automated Fingerprint System (AFIS) computer. Poor quality fingerprints will result in the card(s) being rejected.



- 3. The appropriate fee, as noted below, must be paid at the time of registration/submission of fingerprint information using a credit card, cashier's check, money order or agency/organization check. No personal checks will be accepted.

Type of check run (established by state or federal legislation)	TAPS Submission
TBI/FBI check for applicant	\$37.15
TBI/FBI check for volunteer	\$33.15
TBI check only for applicant	\$23.90

- 4. When there is a rejection, however, a reprint will be taken at no additional cost. After a second rejection, a name-based check will be conducted by the FBI and results will be sent to the agency.
- 5. TBI and FBI responses will be based on fingerprint-based and name-based searches of the AFIS databases. Only agencies authorized to receive criminal history information will be provided with specific criminal history data as a result of the background check. This information will be included with a letter indicating the results of the searches. Agencies not authorized to receive criminal history information will receive only the letter indicating the search results and no specific criminal history data.
- 6. Applicants who did not meet criteria for employment/licensing have the right to challenge the accuracy of their criminal history record and may be instructed to write the TBI or the FBI at the addresses below. Letters challenging the accuracy of criminal history data must be specific and contain enough data to identify the applicant. If TAPS has been used, their transaction number can be used in correspondence with the TBI. Any challenge to specific criminal history data must be directed to the original arresting agency with the specific request for correction. A copy of the challenge should be sent to the TBI. If the original arresting agency submits a correction request to the TBI, the TBI will make necessary corrections and forward the correction to the FBI. A revised record would then be sent to the applicant who can present the corrected criminal history information to the employer if necessary.
- 7. Questions may be addressed to the Applicant Processing Unit either at the address below or (615) 744-4071

Tennessee Bureau of Investigation  
 Fee Programs Unit  
 901 R.S. Gass Blvd.  
 Nashville, TN 37216-2639

Federal Bureau of Investigation – CJIS Division  
 Special Correspondence Unit  
 1000 Custer Hollow Road  
 Clarksburg, WV 26306



# REDD STEWART

During a distinguished 50+ years career, he was recognized as a exceptional musician who could play any instrument with strings on it and an amazing crossover vocalist, but it is as a songwriter that Redd Stewart is most remembered.

He wrote an estimated 400 songs, three of which became No. 1 Pop hits in *Billboard* magazine for a total of 28 weeks, four of which were recorded more than 50 times each and one that was cut 500 times internationally, sold countless millions of records, became a Tennessee State Song and one of the biggest copyrights of the entire 20<sup>th</sup> Century. He also collected two gold records and was a charter member of the Nashville Songwriter's Hall of Fame.

## The early years

He was born Henry Ellis Stewart on May 27, 1923, in Ashland City, Tennessee, a small Cheatham County town about 25 miles northwest of Nashville, with a population of less than 700 the year of his birth.

He was the fifth child of Samuel Lawrence Stewart (b. July 1, 1890) and the former Lucy Jane Barr (b. June 15, 1900). The musical family also included children Jaunity, Alvin, Eurie, Gene, Billy and Mary Helen.

During the early days of the Depression, they relocated to Louisville, Kentucky, where Henry dropped out of school after the 7<sup>th</sup> grade and formed his own Kentucky Wildcats band, worked as a fiddler for Kentuckian entertainer Cousin Emmy and eventually joined Pee Wee King's Golden West Cowboys as a fiddler in 1937 adopting the first name Redd because of his hair color..

Born Julius Frank Anthony Kuczynski, on February 18, 1914, in Abrams, Wisconsin, the 5' 7"

accordionist was also the son-in-law of music promoter Joseph Lee (J.L.) Frank, having married his daughter Lydia in 1936.

On June, 5, 1937, Pee Wee's Cowboys made their debut on the *Grand Ole Opry* where they remained for a decade.. (During that period, the band included future stars Eddy Arnold, Ernest Tubh and Cowboy Copas.)

In 1938, the group also appeared in Gene Autry's film *Gold Mine in the Sky*, the first of other Western films starring Johnny Mack Brown and Charles Starrett.

For 18 months in 1940-41, they were part of the Camel Caravan, which entertained dozens of military installations.

Also in 1940, Lucy Stewart passed away at age 40..

## Soldier's Last Letter

In 1942, shortly after the beginning of World War II, Redd was drafted into the Army and sent to the Philippines as a radio man..

It was there in the South Pacific the following year that Sergeant Henry Stewart wrote "Soldier's Last Letter," which he sent to Pee Wee who showed it to Tubb, who recorded it for Decca on January 13, 1944.

On May 27, 1944 (Redd's 21<sup>st</sup> birthday), it was a No. 1 country hit for four weeks and in the Top 10 for a total of 29 weeks.

The Tubb recording sold well over 500,000 copies and even made No. 10 in the Pop charts in August 1944. Two years later, Hawshaw Hawkins did it for King Records.

Through the years, there were numerous other versions including those by the Louvin Brothers, George Hamilton IV, Dave Dudley, Wanda Jackson, Hank Snow, Johnnie Wright, Mac Wiseman and Merle Haggard.

Upon his discharge in 1945, Stewart rejoined the Golden West Cowboys,, this time as both fiddler and vocalist.

On June 16, 1946, he married 17-year-old Frances Jean Grimes ( b. March 4, 1929) with whom he had three children: Lydia Nixon (1947), Colonel Henry Redd, Jr. (1953) and William (Billy) Rae (1954) The couple divorced n 1964 and she passed away in 1997.

## Tennessee Waltz

During the 1946 Christmas season, while returning to Nashville from a date in Texarkana and hearing "Kentucky Waltz" by Bill Monroe on the radio, King suggested to Stewart to write a waltz for Tennessee.

While Pee Wee drove, Redd scribbled the lyrics on the inside of a large match box, using the melody of their instrumental "No Name Waltz."

Back in Nashville, they took the song to Fred Rose at Acuff-Rose Publications located at 220 Capitol Boulevard which had opened its doors on October 13, 1942, and the only Nashville publisher of country music at that time.

King already had strong ties to the firm as they had published his composition "Sundown and Sorrow" recorded by Copas and "I'll Forgive You But I Can't Forget," a hit for Roy Acuff in November 1944 (No. 3 country, No. 26 Pop).

Acuff-Rose had also published his "I'm Praying For the Day that Peace Will Come," which Pee Wee had co-written with Hank Williams between two Labor Day shows Hank had opened in Montgomery, Alabama, in September 1943.

A legendary song editor who tinkered with every song he accepted to publish, Rose changed a couple of lines in the bridge of the new King & Stewart waltz..

Two months later, in February 1947, Cowboy Copas recorded Redd's "It's a Lonely World" for Syd Nathan's King Records in Cincinnati. It was also cut by Tubb for Decca on March 27.

The following month, Copas additionally did the first recording of

"Tennessee Waltz" (with Redd on fiddle) for King . However, it was not released immediately because Nathan was unable to get the publishing for his Lois Music.

In those years, Redd also sold numerous songs outright to Copas and Nathan (who assigned his share of the writing to Lois Mann, his wife's maiden name).

Among those songs was most certainly "Signed, Sealed and Delivered," a Top 10 big-selling hit for Copas in 1948.

On June 1, 1947, Redd signed a three-year exclusive songwriting contract with Ernest Tubb Music, formed on December 11, 1946, in partnership with California based Hill & Range Songs, which had been launched on December 9, 1944, by the Vienna-born Aberbach Brothers Jean and Julian, both in late 30's...

To sweeten the pot, Tubb loaned Stewart the money for a down payment on a house. Among the songs now co-owned by Tubb were "It's a Lonely World" and "Two Wrongs Don't Make a Right."

Later that same month, Hill & Range also entered into a partnership with Pee Wee King in Kentucky Music.

Meanwhile, that spring, Pee Wee, believing that his future was in television, left the *Opry* and moved to Louisville, where he had first a radio show and then in October a TV program on WAVE.

On the morning of December 2, 1947, Pee Wee and Redd recorded "Tennessee Waltz" for RCA Victor in Chicago, with Sholes once more the producer and Gene again on bass.

It was released on January 25, 1948, and entered the *Billboard* charts on April 3,

Backed with Fred Rose's "Rootie Tootie" (done at the same December session), the recording went to No. 3 and stayed in the Top 10 for 35 weeks -- well into 1949. It also sold enough to make it to No. 30 on the Pop charts.

King then released the Copas nearly year-old recording in March to big success too, as it charted on May 1 and reached No. 3 and was in the Top 10 for 17 weeks.

Additionally, there was a rendition of the song for Decca in April by the Short Brothers with rather different lyrics. Jimmie and Leon Short had started their career with Ernest Tubb in 1942.

In November, a version by Roy Acuff for Columbia even became a No. 12 country hit.

### **Bonaparte's Retreat**

At the same time that Pee Wee and Redd signed the contract for "Tennessee Waltz" with Acuff-Rose, the duo also inked to them "Bonaparte's Retreat," an old public domain fiddle tune to which lyrics were now added.

No commercial recording was permitted during the 1948 musician's union strike but in January 1949, Pee Wee and Redd did it for RCA Victor (again with Sholes in Chicago) though the label didn't release it until the following November.

By then,, King and Stewart had scored Top 10 country hits with "Tennessee Tears" and "Tennessee Polka"

Also in January 1949, King Records signed Stewart to a solo recording contract with his first session that month and ten singles issued over the next two years.

One of them was "Thy Burdens are Greater Than Mine," recorded in May 1949 and released in September. Although not a charted hit, there were eventually more than two dozen cover versions including ones by Roy Acuff, Hank Williams and Porter Wagoner.

In January 1950, the King-Stewart recording of "Bonaparte's Retreat" was a No. 10 country hit and then became a big Pop disc by Kay Starr (1922-2016), born Katherine Stark on an Oklahoma Indian reservation.

Her recording got to No. 4, spent 27 weeks in the *Billboard* charts and became a near million seller..

There was also a version by Gene Krupa that climbed to No. 9.

Through the years it was recorded more than 50 times including cuts by Billy Grammer (No. 50 Pop hit in 1959) and Glen Campbell, whose 1974 recording went to No. 3 in the country charts.

Others who did it were Kitty Wells, Carl Smith, Roy Acuff, Floyd Cramer, Don Gibson, George Hamilton IV and Willie Nelson.

On September 11, 1950, trumpeter and big band leader Erskine Hawkins (1914-1993) did "Tennessee Waltz" for Coral., to which he had signed earlier that year. Born in Birmingham, Alabama, Hawkins had begun his recording career in 1936 on Vocalion and then RCA Victor where he remained throughout the 1940s.. His version was issued in October and became a No. 6 R&B charted hit in December.

### **The Patti Page Hit**

On October 14, 1950, Patti Page did a historic multiple-voiced version of "Tennessee Waltz" for Mercury producer Mitch Miller, (1911-2010) who had arrived at the label in October 1947..

Page (1927-2017) was born Clara Ann Fowler in Claremore, Oklahoma, and had also signed with Mercury in 1947.

Though issued as the B-side of Leon Rene's "Boogie Woogie Santa Clause," the disc quickly got flipped over and took off immediately!

Entering the Pop charts on November 18, it was No. 1 on December 16 a position it held for 13 weeks, while selling six million copies and becoming the fourth of Page's 15 million selling singles.. At the time, it was the biggest selling female record ever.

Moreover, "Tennessee Waltz" became the last song to sell a million copies of sheet music.

There were other big hit versions available before the end of 1950 by Guy Lombardo (No. 5), Les Paul & Mary Ford (No. 6), Jo Stafford (No. 7), Spike Jones (No. 13), Fontane Sisters (No. 2)), Anita O'Day (No. 24).

In the country chart, Page's cut charted on December 30, 1950, climbed to No. 2 and in the Top 10 for 12 weeks, while King & Stewart's original 1947 recording was reissued in February 1951 and got as high as No. 6.

There were later other charted versions by Bobby Comstock (1959), Jerry Fuller (1959), Johnny Jones (1968), and Lacy J. Dalton whose recording was a No. 18 country hit in 1980.

Meanwhile, in late 1950, the song's mammoth success brought problems too -- proving that a writ always follows a hit!

Since Acuff-Rose had not applied for a copyright on the song until February 26, 1948, after they were sure a recording would be released, Hill & Range believed that Stewart's writing share belonged to them because of the June 1, 1947 contract he had signed.

After a long and costly battle, Acuff-Rose won the case. By then, however both Stewart and King, unable to collect any royalties (now estimated to be a high as \$175,000), till the case was settled, were disgusted with Hill & Range Songs and severed all ties at the end of their contracts.

### Slow Poke

The duo immediately established Ridgeway Music to house two songs that they had by then picked up from 37-year-old Chilton Price.

Born Chilton Searcy on December 25, 1913, near Fern Creek, Kentucky, Price was at that time the music librarian at WAVE radio. (She passed away in 2010 at the age of 96).

The first song was called "Slow Poke," which King & Stewart

recorded with Sholes for RCA Victor in Chicago on March 4, 1951.

Their version charted country on September 15 and went to No. 1 on November 3 for 15 weeks, while Hawkshaw Hawkins cover climbed to No. 7.

King & Stewart's recording eventually crossed over into the bigger Pop field, becoming a No. 1 hit on January 2, 1952, and holding that position for three weeks while in that chart for 24 weeks and earning them a gold record.

Stewart now became only the sixth country singer to have a No. 1 Pop hit, following Al Dexter's "Pistol Packin' Mama" (1943), Tex Williams' "Smoke, Smoke, Smoke That Cigarette" (1947), Jimmy Weekly's "Slipping Around" (1949), Gene Autry's "Rudolph, the Red-Nosed Reindeer" and Red Foley's "Chattanooga Shoe Shine Boy" (both 1950).

"Slow Poke" was also a Pop winner for Ralph Flanagan (No. 5), Helen O'Connell (No. 8), Arthur Godfrey (No. 12), Roberta Lee (No. 14) Even Hawkins country rendition got to No. 25.

### You Belong to Me

The second song obtained from Price was called "Hurry Home to Me," which she had started much earlier as a World War II song about returning soldiers.

After getting a name change to "You Belong to Me," it was first recorded by Joni James in early 1952 for MGM and then Sue Thompson for Mercury.

But the big one was by Jo Stafford (1917-2008) who did it on June 24. Her recording charted the following August 29 and was No. 1 on September 13 for 12 weeks, selling two million copies, while spending 25 weeks in the charts.

On January 16, 1953, the Stafford disc reached No. 1 in England and made her the first female artist to have a chart topper there.

Patti Page also cut "You Belong to

Me" on August 6, 1952, for a No. 4 outing and the flip side of her No. 1, million selling "I Went to Your Wedding," written by Black songwriter Jessie Mae Robinson, who also contributed the million-selling "Keep it a Secret" for Stafford that year..

Dean Martin's version of "You Belong to Me" for Capitol was a No. 12 Pop hit in the U.S. but a much bigger hit in England. At that time the Dean Martin & Jerry Lewis team was in the Top 10 of America's film stars..

Eventually there were versions on the market by such a wide range of artists as Eddy Arnold, Jane Morgan, Al Martino, Patsy Cline, Jim Reeves, Ella Fitzgerald, Jerry Lee Lewis and Bob Dylan.

### Other Recordings for RCA

King and Stewart also had other Pop hits themselves on RCA Victor in 1952 including "Silver and Gold" (No. 18) and "Busybody" (No. 27).

In the country field, "Silver and Gold" went to No 5, followed by "Busybody" (No. 8), "Changing Partners" (No. 4), "Bimbo" (No. 9), and "Backward, Turn Backward" (No. 15), the latter done in New York City on December 14, 1953..

Stewart also formed his own Redd Stewart Music and continued to get his songs recorded by various Pop artists like Bing Crosby, Margaret Whiting and Helen O'Connell.

In the country market, there were cuts like "Down Stream," "When Love Dies" (both by Moon Mullican), "That's a Sad Affair" (Jim Reeves) and "There's a Stranger in my Home" (a No. 12 hit for Red Foley & Kitty Wells in July 1954).

Soon after, country music sales began to wane quickly due in large part to the appearance of Elvis Presley on Sun Records in Memphis (and then RCA Victor) and the advent of Rock & Roll.

In 1956-57, after leaving WAVE, Redd had his own show at WBBM

in Chicago.

In 1958, Redd lost his father when Samuel Stewart passed away in Louisville at age 68.

Pee Wee and Redd continued to record for RCA Victor with success though no Top 10 hits. Their contract was not renewed when it expired around 1957.

#### Other labels in the 1960s

After that they recorded for various other labels including Briar in 1961, to Starday for an album in 1964, and then Nugget and finally Bell.,

One of the songs for Briar, was the first published Hank Williams song "I am Praying For the Day," which now included a recitation written by Stewart.

In 1962, the Duprees had a No. 7 Pop hit with "You Belong to Me" And in early 1964, Sam Cooke took "Tennessee Waltz" to No. 35.

#### State Song

On February 17, 1965, Tennessee Governor Frank Clement officially proclaimed the now 18-year-old "Tennessee Waltz" a State Song.

In the late 1960s, Stewart became an exclusive songwriter at Acuff-Rose and did numerous recordings for their Hickory label as well. His last studio work was in 1991.

In February 1970, "Tennessee Waltz" was featured in the film *Zabriskie Point* and again in *The Right Stuff*, in October 1983.

Beginning in December 1953 with the Tony Curtis film *Forbidden*, there were many of Redd's compositions used in movies including *The Last Picture Show* (1971), *The Tin Men* (1987), *Primary Colors* (1998) and *Mona Lisa Smile* (2003).

In 1971, Redd remarried. His second wife was Darlene Iona Collins,

Born in Newark, Ohio, on October 15, 1939, she sang with her sister Joyce as the Collins Sisters who had also worked with her future husband for many years.

Also in February that year, Merle Haggard took the 30-year-old "Soldier's Last Letter" to No. 3 on the country charts.

#### NSAI Hall of Fame

In 1972, Stewart and King were both inducted as charter members of the Nashville Songwriter's Hall of Fame.

Two years later, King at 70 was voted into the Country Music Hall of Fame.

Also in 1974, Glen Campbell notched a No. 3 country hit with "Bonaparte's Retreat."

Then in February 1980, Lacy J. Dalton got a No. 18 hit with her take on "Tennessee Waltz" which stayed in the charts for 12 weeks.

#### The Final Days

Pee Wee King had a heart attack in Louisville on February 28, 2000, and died at age 86 on March 7. He was buried in Louisville Memorial Gardens..

Redd Stewart passed away three years later at age 80 on August 2, 2003, at the Baptist Hospital in Louisville, from complications of injuries suffered many years earlier when he fell at his home.

Just a week earlier on July 26, 2003, Darlene Collins Stewart died at age 63. Both were laid to rest in the same cemetery as King.

In 2004, "Tennessee Waltz" was given a 3,000,000 million airplay award by BMI.

At the same time, Stewart was inducted into both the "Country Music Legends Hall of Fame" and the "Traditional Country Music Hall of Fame".

The following year the Tennessee Waltz Parkway opened in his home town of Ashland City.

On December 22, 2020, "Country Music's Hidden Gem, The Redd Stewart Story" was published by Wordcrafts Press." The 196-page book was co-written by Gail Kittleson and Billy Rae Stewart, shortly before his death.

#### CONTACTS

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(757) 407-2283

Ann Mitchell  
Ashland City, TN  
(615) 792-5287

Barbara Allen  
3076 Petway Drive  
Ashland City, TN  
(615) 942-5029  
(615) 830-2868

Mayor Kerry McCearvey

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 31, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.   3**

**The Effective Date of this Amendment is:**

Background Data

Effective Date of Owner-Engineer Agreement:        March 31, 2022

Owner: Town of Ashland City, Tennessee

Engineer: Civil & Environmental Consultants, Inc.

Project: Contract 321 – Wastewater Treatment Plant

Nature of Amendment:

  X      Modifications of payment to Engineer

Description of Modifications:

Ashland City has requested CEC perform engineering design for the replacement of their existing sludge press. The original scope involved the relocation of the existing sludge press to the new control building. The City has indicated that the existing press is no longer in a suitable condition to be relocated and operated at the new wastewater treatment plant. The selection of a replacement sludge press will require additional coordination for CEC with USDA Rural Development, sludge press vendors, and Reeves Young. CEC will be required to create a Request for Proposal that can be sent to potential sludge press vendors, evaluate the received proposals for equipment selection, and revise the original design documents to accommodate the selected equipment. CEC assumes a new sludge press will be able to fit within the footprint originally intended for the existing sludge press that would have been relocated to the new WWTP and that the revision to the design documents will not require adding floor space. This effort is proposed for a fee of \$20,000.

1. Additional Engineering Services	<u>\$20,000.00</u>
Total	\$20,000.00

Agreement Summary:

Original agreement amount:	\$1,776,540.00
Net change for prior amendments:	\$ (26,006.00)
This amendment amount:	<u>\$ 20,000.00</u>
Adjusted Agreement amount:	\$1,770,534.00

Change in time for services (days or date, as applicable):

Not Applicable – Time for providing engineering services for the overall project will not be extended as result of this Amendment.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of Ashland City, Tennessee

Civil & Environmental Consultants, Inc.

By:

By:

Print name: J. T. Smith

Print name: Richard Oakley, PE

Title:

Mayor

Title:

Principal

Date Signed:

Date Signed:



# Service Estimate

May 2, 2024

To: Ashland City Fire Station 2  
1018 Little Marrowbone road  
Ashland City, TN  
37015

Attn: Allen Nicholson

Re: Ashland City Fire Station 2  
1018 Little Marrowbone road  
Ashland City, TN 37015

Sub: Estimate to replace the existing faulty Simplex fire alarm system with a new non-proprietary fire alarm system. The existing system has taken some type of electrical surge and is found to not be working correctly or reliability. We will plan to use the existing cabling and replace all the devices with a one for one replacement. The existing cable will be toned out for reliability. Should the cabling need to be replaced, we will provide that estimate for approval before the work will be completed.

LINE	QTY	MAKE	MODEL	DESCRIPTION	PRICE	TOTAL
1		Silent Knight	6700	Replacement Fire Alarm Panel	\$ 10,386.75	\$ 10,386.75
1		Honeywell	HW-LTE-AV-M	Replacement Cellular Communicator	\$ 252.43	\$ 252.43
1		Space Age	E120V-GT	120VAC Surge Protector	\$ 75.47	\$ 75.47
1		Space Age	Selected	Fire Alarm Document Box	\$ 189.75	\$ 189.75
2		Dura	SLA12-7F2	Batteries	\$ 28.05	\$ 56.10
2		Silent Knight	SK-PULL-SA	Pull Stations	\$ 168.33	\$ 336.67
13		Silent Knight	SK-PHOTO-W	Smoke Detectors	\$ 117.32	\$ 1,525.10
6		Gentex	GEC-24WW	Horn Strobes	\$ 54.65	\$ 327.89
3		Gentex	GES3-24WW	Strobes	\$ 41.58	\$ 124.74
1		Gentex	WGEC24-75WRLP	Weatherproof Horn Strobe	\$ 76.03	\$ 76.03
6		Silent Knight	SK-MONITOR	PIV/Kitchen Hood Monitor Module	\$ 111.28	\$ 667.66
1		Space Age	T12-DG	PIV Surge Protector	\$ 86.53	\$ 86.53
1		Silent Knight	SK-CONTROL	Signal Riser Module	\$ 141.04	\$ 141.04
2		Silent Knight	DNR & SK-PHOTO-R-W	Duct Detector & Head	\$ 384.32	\$ 768.64
1		Silent Knight	DST3	Sampling Tube	\$ 23.53	\$ 23.53

**Sub-Total** \$ 15,038.31  
**Tax** 9.25% \$ -  
**Labor** \$ 9,900.00  
**Standard Shipping & Handling** Included  
**Total** \$ 24,938.31

*Service is billed based on time and material used.  
 Quote will be revised to reflect actual time and material used upon completion.  
 Taxes can be removed if proper documentation is provided...*

Sincerely,

*Kip Scott*

Customer Signature \_\_\_\_\_

Kip Scott  
Inside Sales

[kip.scott@swc.net](mailto:kip.scott@swc.net)

License #29581

1713 LEBANON PIKE \* NASHVILLE, TN 37210

[www.swc.net](http://www.swc.net)

615-832-0101 \* FAX 615-832-0064



CORPORATE HEADQUARTERS - EVANSVILLE, IN  
 MAJOR BRANCH LOCATIONS - SUWANEE, GA \* DECATUR, AL \* EVA  
 INDIANAPOLIS, IN \* NASHVILLE, TN

ITEM # 32.







## Johnson Controls Fire Protection LP Quotation

To:  
Ashland City Fire Hall 2  
200 Marrowbone Ln  
ASHLAND CITY, TN 37015-0000

Project: Ashland City Fire Hall 2 - FACP - CPQ-602124  
Johnson Controls Reference: 650602124  
Proposal #: 1  
Date: 04/29/2024  
Page: 2 of 15

Johnson Controls is pleased to offer for your consideration this quotation for the above project

**Total net selling price \$13,923.00**  
**Total Price with Sales Tax \$13,931.45**

### Scope of Work

\*\*\*Johnson Controls offers competitive financing options for qualified projects; Contact me for more Information.\*\*\*

Johnson Controls is pleased to present this proposal and looks forward to working with you. Below is a brief description of the work to be performed. Feel free to call should you have any questions.

*Quote includes the following:*

- Installation of 4010es panel.
- Demo existing legacy 4010 panel.
- Program, test and inspect.
- Fire Marshall inspection.

The wire/devices will be reused with the exception of any wire/devices that may be defective in the field; which if it is determined that there are some wire/devices that are defective, a new quote will be issued for any additional repairs.

-  
The customer will be responsible for the notification of all occupants during the installation of equipment and testing and any fire watch that may be required.

The pricing is subject to change upon the approval of the submittals to the local AHJ; which have the Authority to make changes as needed to the system layout.

THIS QUOTATION INCLUDES ONLY THOSE ITEMS LISTED BELOW:

Equipment as listed  
Freight  
Panel terminations  
Technical support  
Functional system certification test  
Close out documentation  
One year standard warranty from substantial completion

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

Payment/Performance Bonds  
Patching, or painting  
Interface to non-Simplex provided equipment i.e.: HVAC and elevator

**Delays, Costs and Extensions of Time.**

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

**Standard Progress Billing Applies to this contract:**

Acceptance of this quotation (contract) establishes the following invoicing schedule.

- 25% of contract amount invoiced upon completion of System design efforts.
- 65% of contract amount invoiced upon materials shipping.
- 10% of contract amount invoiced upon fulfillment of quoted scope of work.
- Subsequent Increases to the contract value (change orders above the original contract) will be invoiced within 30 days of acceptance, either additional to the aforementioned, or as an independent



installment.

No asbestos abatement is identified, expected, or included in this contract. All policies and procedures referenced in the specification will be followed as required.

No lead paint abatement is identified, expected, or included in this contract. All policies and procedures referenced in the specification will be followed as required.

**ADDITIONAL NOTES:**

If Johnson Controls is awarded this project we will need:

- Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and conditions shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

This quotation is valid for a period of 60 days only unless modified in writing by Johnson Controls. We reserve the right to correct this quote for errors and omissions.

All work is to be performed during normal Johnson Controls working hours of 7:30am to 4:30pm Monday through Friday with the exception of company sponsored holidays unless specifically noted.

As stated above, Johnson Controls will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Johnson Controls on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Johnson Controls standard monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Jon Richards  
Electronic Service Sales Representative  
jon.1.richards@jci.com  
Cell: (901)456-8385  
Fax: (901)388-1756



**System**

QTY	MODEL NUMBER	DESCRIPTION
1	4010-9401	4010ES FACP 120V RED
1	4010-9912	SERIAL DACT
2	2081-9275	BATTERY 18AH
1	E120V-GT	120V HYBRID SRG PROTECT

QTY	MODEL NUMBER	DESCRIPTION
1	DPIM	INSTALLATION MATERIALS

QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR
	INST LAB	INSTALLATION LABOR

QTY	MODEL NUMBER	DESCRIPTION
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

**Payment Options:**  
**Johnson Controls Capital Funding Solutions**

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

**For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.**



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

**CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

**Planned Monthly Progress Billing Schedule of Values**

Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

\*To be mutually agreed upon in writing at a later date

**This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement

YES: Please reference this PO Number: \_\_\_\_\_

**Deposit Invoice accepted ( \_\_\_\_ %):**

No  Yes

<p><b>Offered By:</b>            Johnson Controls Fire Protection LP            6423 Shelby View Drive             Memphis , TN 38134            Telephone: _____            Representative: _____            Email: jon.1.richards@jci.com</p>	<p><b>Accepted By: (Customer)</b></p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**TERMS AND CONDITIONS**  
**(Rev. 12.14.23)**

**1. Deposit, Invoicing and Payments.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth in Johnson Controls' proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution.

All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of

Company's reasonable collection costs, including legal fees and expenses.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the

Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

#### 6. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage,



continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas,

vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,

- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

**13. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of

interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or

equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

**LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

**23 . Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs

of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**26. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**27. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment,

components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**29. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**30. One-Year Claims Limitation; Forum; Choice of Law.** Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim

arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. Software and Digital Services.**

**Digital Enabled Services.** Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants

Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generalaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generalaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of

the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**36. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. Company as Processor :** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR



Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.



# FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

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

TIPS

## TIPS Contract #220105

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



# FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

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



### Accepted By

#### Agreement

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

### Assumptions and Notes

#### EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

[sales@capitolelectronics.com](mailto:sales@capitolelectronics.com)

F: 317-839-2662

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

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





# FEDERAL SIGNAL

*Protecting people and our planet*

Quote Number FWS073124ASH

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

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

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

Cancellation Schedule – Material:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



# FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS073124ASH

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

Proposed By

Manufacturer's Representative  
Erin Davis



**FEDERAL SIGNAL**

*Protecting people and our planet*

Quote Number FWS073124ASH  
Address Capitol Electronics  
230 South Perry Road #1106  
Plainfield, IN 46168  
Email [edavis@capitolelectronics.com](mailto:edavis@capitolelectronics.com)

Date of Request: 8-15-24 Employee: Kenny Ray

Department: Police Department Head Approval: Kentz

Budget GL: 327

Brief description of need for expenditure request: Active Skate Kits

Quantity	Description	Price	Per	Total Price
18	Active Skate Kit	NA	NA	18,055.25

Vendor Name: E.O.D. Gear

Vendor Address: 107 Confederate Dr. Franklin TN 37064

Council Approval Date: \_\_\_\_\_