



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

October 01, 2024, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. [September 3, 2024, 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. Project Update from Josh Wright
5. City Recorder - Mary Molepske
6. Codes Department - Allen Nicholson
7. Court Department - Cynthia Hollingsworth
8. Finance Department - Jamie Winslett

9. Fire Department - Chief Walker
10. Human Resources Department - Violet Black
11. Parks Department - Anthony Clark
12. Police Department - Chief Ray
13. Public Works Department - Clint Biggers
14. Technology Department - Justin Wheeler
15. Thrive 55+ Department - Tammany Carter

UNFINISHED BUSINESS

- [16.](#) ORDINANCE: Rezone for the City - 2ND Reading

NEW BUSINESS

- [17.](#) Wage and Salary Discussion (formally Employee Manual Discussion)
18. Appoint BZA Member
19. City Hall Change Order
- [20.](#) ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Fire Dept. back pay- 1st Reading
- [21.](#) ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 1st Reading
22. Water/Sewer fee Discussion
23. Redd Stewart Historical Marker
- [24.](#) Park Advisory Board Discussion
25. Christmas Parade Discussion
- [26.](#) Amendment 2 of Contract 77734-100 - Police Dept.
27. City Police Department Shooting Range Discussion
- [28.](#) Thrive 55+ - Tai Chi Instructor Discussion
- [29.](#) Resolution/Ordinance Discussion
- [30.](#) Volunteer State Community College Contract - Fire Department

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

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

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

September 03, 2024, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

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 Councilman Thompson, Seconded by Councilman Smith, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. August 6, 2024, Workshop Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the August 6, 2024, minutes. All approved by voice vote.

PUBLIC FORUM

Casey Withers – He is from Boy Scout Troop 126 in Ashland City. He is asking for permission and a possible location to build 10 bird houses for an Eagle Scout project. The council asked if he has a written proposal. He asked what they meant by written proposal. It was explained and asked if he has exactly what he wants to do and when he was looking to do it and all the details on the project. How big the birdhouses will be? He told the council that he does have build plans. He repeated that he came to ask for the council to assign him a location for the project. They asked if there was a location he was considering. He said Ashland City Parks or Care facilities. Mayor Greer connected him with the Parks Director to help him get set up with the project. Mayor Greer thanked him for bringing this to Ashland City. Councilman Thompson asked for copies of the plan and they were made for the council to have.

Steve Tillisch – He is a resident of Eisenhower. He was there to discuss an ongoing issue, and he thinks the workshop is the forum where he can do this. He stated that a lot of people are aware of the issue. CEMC installed 10 Stadium type lights that are very bright. He has spoken to Josh from CEMC, and he stated that they are the lowest wattage they could install. He described it as a baseball park. He stated that none of the residents know where the idea came from or who approved it. Because of the complaints about them 7 of them have been removed. There are still 3 of them up and a neighbor at 217 Eisenhower located right on the S curve as He travels a lot. The people directly across the street have one of the old-style streetlights hanging there and their next-door neighbor at the top of the hill as you go around the curve has another light at the end of their driveway. He stated that the area was already lit, and one was located 2 doors down from his home. When he spoke to CEMC and Josh, Josh stated that they had requested to leave at least one of those lights. What they want to know is who would have the authority to tell CEMC to put the 10 lights up without any of the residents knowing and Almost all of the residents objecting to it. There is no night sky with those lights. He stated that they have been able to see the space station fly over them since they have lived here for 15 years. They can no longer see that, and it is a concern to them. They would like to identify how it happened. They want to be proactive instead of reactive in the future. The resident would like to be more involved in those decisions.

Betsy Morely – She thanked the Council and stated it might be a little repetitive. I am here

complain about the streetlights that were put up on Eisenhower Dr. She spoke about this at the last City Council meeting. The lights are extremely bright and disruptive to the night sky which is a key part of why I live where I do. After speaking to Ashland City Representatives and CEMC Representatives were told the lights would be taken out. Then, only some came down and some stayed up, and they were told that some people had asked for those lights to stay. I would like to suggest that however wants the lights on their street, put an appropriate light on them property that doesn't radiate on her property. They should do this at their own expense. She would like to know how this lighting fiasco came up in the first place. Who is Ashland City government placed the order. She wants to find out and wants to know that. This is a problem that they shouldn't have. Whoever is making these decisions should explain it. We as a city should not permit these types of actions to take place without contacting residents for their input. She stated that we really need to figure out how to stop this type of practice from happening again. She stated that she is speaking for other neighbors who were not able to attend.

Joy Corn – She is a resident at Hickory Hills Condominiums and has lived there for 8 years. She is on the HOA Board, and they want to keep it before council attention that they believe They are paying for a service that they are not receiving. They pay sewer fee, but they do not have a sewer. They are on a step system and the city does not pay to empty their holding tanks. They believe that they should not have to pay for this service since the city does not empty the tanks.

Phil Bales – He is a resident and the President of the Ashland Park Condominiums on Highway 12 South in Ashland City. He is echoing the thoughts of Ms. Corn. They are paying for sewage fees that they are not receiving the service for. At the last city council meeting they stated that They paid \$ 11,000 to have these tanks pumped. Prior to that the town used to come and do it twice a year. They feel they are paying for a service they are not receiving. Half of the water bill includes sewer and they do not get that part of the service.

Jennifer Able – She stated good evening, Mayor and Council. She is a resident at the Ashland Park Condominiums. She is also on the HOA Board and continues the conversation of Phil and Joy. The discussion of not only the sewer fee that they pay but they are receiving nothing for the fee. She would like to take a look at the original ordinance. When the ordinance was changed in order to justify that they are residential property, and they are not commercial property. The ordinance that was changed the language is stated that commercial property would not have their step systems cleaned. We are 48 individual units with separate owners. They are there to have this open dialogue and conversation to find out why it happened and when it happened and what can be done to rectify and fix the problem.

REPORTS

3. Attorney - Jennifer Noe was not present for the meeting.
4. City Recorder - Mary Molepske gave an update on what she has been working on.
5. Codes Department - Allen Nicholson gave a codes update and presented council with a full report.
6. Finance Department - Gayle Bowman stated she emailed the finance report showing revenues verses expenses, fund balance, cash on hand and loan information and gave an update on the finance department and what they are working on.
7. Fire Department - Chief Walker gave update on the fire hall. They had a 1 year walk through.
8. Human Resources Department - Violet Black gave an update on new employees, interviews, and meetings she has attended. She also covered many other things that she is working on.
9. Parks Department - Anthony Clark gave an update on the events in the park and grants applied for. Farmer's Market will be open until the last Saturday of September from 9 am – 12 noon. Councilman Adkins thanked AC for sending out a list of the events in the parks each month.
10. Police Department - Chief Ray gave an update on the calls for the month and new hires and applicants.

11. Public Works Department - Clint Biggers gave an update of things they have worked on across the city.
12. Technology Department - Justin Wheeler gave an update on what he was working on and new training completed.
13. Thrive 55+ Department – Tammany Carter gave an update on events and attendance and grants they are working on. Also, gave an update on replacement equipment for the center this month.

UNFINISHED BUSINESS

14. Ordinance: Rezone Melton Property - 2nd Reading – Rezone property located on Highway 12. Rezone is moving from R1 to C2. This is the 2nd reading. It is within the land use plan. No questions asked by The Council.

NEW BUSINESS

15. City Administrator Discussion – Gary Jaeckel spoke to the council about reposting the City Admin Position. He had a couple of things to address about the last round and what came up from it. He recommended the council to loosen the number of years' experience with executive Management. It would be more attractive to people who are assistant City Manager's looking to move up or Department Heads looking to move up. The next suggestion is the salary range for the position. This salary was not looked at or changed when the department heads received the cost-of-living increase in pay. He will insist on a cut off time for submitting a resume for the position. He suggested from open to close should not exceed 2 months. He suggested advertising with the International City Manager's Association. There is a cost to that, but he thinks it is worth the cost.

Mayor Greer asked if he knew what the cost for the Association is.

Mr. Jaeckel replied that the last he used it the cost was \$175.00 but has not checked recently. Mayor Greer would like to see this advertised in as many places as possible to get a wide net out for more candidates. Mayor Greer confirms they were asking for 5-7 years of Executive experience and asked what he would recommend for the years of experience. He stated that we ask for management experience and not executive management to open the net to candidates more.

Councilman Adkins asked what he is recommending for the Salary?

Gayle gave the salary range.

Vice Mayor Kerrigan gave the range of Salary for this position on MTAS and we were above the range so He is not sure that salary was really the issue.

Councilman Smith asked if we asked for 2-4 years' experience would we get more people interested and the salary we are offering.

Councilman Adkins asked Gayle what the highest paid department heads making now.

Gayle replied the highest is just a little over a hundred but has 30 years' experience.

Mayor Greer asked the top out salary.

Gayle responded she believes about a hundred and five from memory. She stated that when they made the pay scale, they made the Low and High to fit that salary scale. Police were only moved up one grade level.

Mayor Greer stated that could be part of the problem. We increased our top salaries for the police and fire departments to about a hundred and twenty and we are asking a city administrator to take less.

Gayle added that the fire and police would now be in level 10 where the public works was on the regular pay table.

Mr. Jaeckel replied they need to make the City Administrator pay scale need to be above the department head's pay table.

Mayor Greer stated it makes sense that the top person should make the top salary.

Gayle added the pay scale for the admin position at \$98, 808 mid-level is \$ 118,000 and top pay is \$ 124,800. Comparing the positions, the admin pay is the top pay. There is \$ 18,000

difference in the low \$ 16,000 difference in the mid and only \$3,000 in the high. Gayle stated that there is a good range in all of them except the high is the council would like to raise the high. Gayle stated that they will need to decide where they are going to start out with for the salary.

Councilman Thompson asked more questions about the Association web site for advertising. He mentioned a date in November which would be around the 2-month mark and Mayor Greer stated that there are things that need ironing out that might not line up with that date. They would need to vote on the job advertisement, qualifications, and the price.

Mr. Jaeckel stated that once the councilmen make the adjustments it will only take him 5 minutes to make the changes to advertise.

Councilman Thompson and Vice Mayor Kerrigan think those choices can be made by next week.

Vice Mayor Kerrigan asked if they all agree to 3-5 years instead of 5-7 and Councilman Smith added 2-4 years or whichever they agree on next week. Experience was greed at 2-4 and they moved toward pay to get both issues settled to have it ready to vote on for the city council meeting next week. Change the top pay to \$135,000.

Vice Mayor Kerrigan stated that they would determine the persons pay weighing their experience during the interview process.

16. Temporary Chief of Staff Discussion

Mayor Greer explained his discussions with Gary and another representative who Gary brought to his office. Mayor stated that often times looking for someone for this kind of position as we have experienced it has taken us a while to go through the process just to get to the interview process and we did not have success at the first time around. This hiring process can take a couple of months, we are looking at the advertisement going into November. This would put the interviews sometime in November hopefully before Thanksgiving. In an effort to ease us into having that position and get our staff all moving in the same direction that this person would then come and take over. He has passed the idea by Gary and the possibility of someone coming in and not call it an interim position but come in and help out with some of the duties that are in our City Administrator job description. This is where my idea came up of a temporary chief of staff. We do not have to call it that, but he wanted some feedback on the idea. We could even have the possibility of one of the department heads getting assigned some additional duties. This would be for a temporary time period. This would continue for about a month or two after the City Admin is hired. Not only would this help us, and our departments move along, it would help us to get some things done that are in the City Administrator job description. Day-to-day operations in the offices. He thinks that adding this type of position or adding duties could help us out. This would help us to have more representation and supervision of our Day-to-Day operations of the city. We could take a minimal amount of the job description for the City Administrator and utilize some of those parts of the job temporarily. Position of Guidance and leadership. We could also use this person for onboarding a new employee. We would use this person to introduce this person to the job and Ashland City and the staff and to the elected council,

Councilman Smith stated that he would rather have a chief of staff to the mayor rather than an administrator. He thought that would make more sense. He stated that a chief of staff to the mayor could be very effective, especially when we have a part-time mayor.

Vice Mayor Kerrigan asked the pay for hiring someone in for this.

Mayor verified with Gayle that if a department head was stepping forward it would be 5% for the additional duties and review in 6 months. If a new position is being created, then we need to advertise if we are doing a interim with a department head doing additional duties we would not have to advertise. Since this is a council position it would be the council that chooses who this department head would be. Any department head that is interested should write a letter of interest and send it to Violet to take it to the council and the mayor. The council agreed that they may need to wait a month to get the interim position in motion and filled.

17. BZA Appointment

Mayor Greer stated that at the council meeting he was going to recommend Rick Johnson for the seat on the BZA council. He has interviewed him, and he is very interested in serving the

town. Mayor Greer corrected the name of the person that he will recommend next week. It is not Rick Johnson; his name is Rick Gregory.

18. Employee Manual Discussion

Mayor Greer stated that in our employee manual, during COVID we were allowing some employees to work from home. Those times have changed now, and he thinks we need to get back into doing things with some sort of normalcy. He would like to recommend that we take out Walk- working at an alternate location. This brings everybody back into the office. He would like them to think before they vote on this next week that this is in their wage and salary policy. Do we take this privilege away completely or make changes to it. It already reads working at an alternate location must be approved by the mayor. He would like to have everybody in the office. He stated that we have plenty of employees that can only work by coming into the office physically. He stated out of fairness and to make it even across the board for everyone.

Another thing he would like to look at is people working and earning hours while on vacation or flex time. Earning a salary and vacation time does not seem very fair to other employees.

Gayle Bowman spoke up and stated that she is the guilty one for that. Being the Finance Director, there are certain things that I'm the only one allowed to have access to. So, if something happens, I have to be contacted. My laptop goes with me. I do try once a year to leave everything at home and get away. She stated that she cannot take vacation from January until June because of the budget. I take my vacation in August for 3 weeks and I am the only one to have access to our OGIP money. That is where the majority of our money comes from. That is a government system, and the government does not let more than 1 person have access to that money. Our regular bank accounts we cannot have more than \$ 250,000 minimum at a time. Part of her job is constantly moving money back and forth to pay our bills and then it would give a large some, so I have to move the money and a week of vacation, could cause the city to be overdrawn on accounts if I and not moving money where it is needed. This would also safe guard the city from violation of any of the laws. Gayle stated that she is a salary employee not hourly so she is on 24/7 and can be called at any time. She stated that she is the biggest violator of that because her computer and phone goes with her everywhere. I am the only person in the city that has access to your major money. That is just the way it is set up.

Vice Mayor Kerrigan asked if she would be earning flex time or anything off that?

Gayle stated that It would just take away from her used vacation hours. Like this time she had 2 hours of worked time and most of the time she does not even count the time she works. She worked 2 hours and only took 38 hours of vacation time. She had 226 hours of vacation time and now has 206 due to the meetings and things she has to-do. Her department gets quite a bit of flex comp because of the long hours when things need to be done.

Vice Mayor Kerrigan asked who keeps track of all that?

Gayle responded it is through the payroll system. She handed it out to all of the department heads to let them know how much comp time, flex time, and vacation time their employees have. On December 31st, they can only roll over 100 hours, so all the extra hours don't. The council passed a resolution a couple of years ago that required us to take flex time and comp time first. Any extra time for meetings, I have to use that time first before my vacation time. It is the same for AC because he has employees working so many events, they have lots of comp time. They will have to roll their time over or they will be off the entire month of December.

Violet stated that if they are hourly employees and there is comp time it is paid out in their paychecks. If your salary and have flex time you just lose it. If you were an hourly employee and move up to salary you get paid out for the flex time and comp time.

Vice Mayor Kerrigan stated it goes back to what he said in the past: when you are a salary employee, he does not understand how you get flex time anyway. That is his personal opinion, and a lot may not agree with it but your salary. If you spend 2 hours on vacation, he does it all the time. Tim said the same thing. If he takes a vacation his computer goes with him. If his stores call and say they need an order he puts in the order.

Gayle stated that she knows what her responsibilities are, and she knows what her job is. She stated that whether she got those 2 hours or not and it is her job to do that. She stated that the resolution put a max on it and they can only earn up to 80 hours and some department head

lose time every year. Some department heads, if they work over take off early on Friday but my job does not allow that.

Justin Wheeler spoke from the audience and stated that his job is the same being in technology. He has to answer all of those calls as well because he is the only person in his department. Vice Mayor Kerrigan asked if we have an issue with people working from home? He stated that it says it is required to have approval by the mayor. He questioned if it is necessary to change it if it requires approval by the mayor.

Mayor Greer asked again if they should remove it so that there is no more option to work from home at all.

Vice Mayor Kerrigan stated that he does not see an issue leaving it in there if we are not having an issue and no one is using the work from home as a way not to come into the office. That way if there ever is an issue we already have it in there and covered.

19. ORDINANCE: Rezone for City - 1st Reading – Allen Nicholson explained that this is currently the location for city hall. It is currently zoned C1 and residential and they want to clean that up so that it matches the zoning ordinance. He is requesting it be rezoned to c1, pud, downtown overlay district.
20. GNRC- Ashland City Municipal Government -on-call Grant Contract – Clint stated that the is the grant they have for the replacing the sewer pump stations. This is the contract for GNRC to manage it.
21. CDBG Grant- Task order 1 – Clint stated that this is for them to review the environmental report that we have. We pay them out of the Grant.
22. CDBG Grant- Task order 2 – Clint stated that this is the administrative service they provide for us.
23. Water/Sewer fee Discussion – Clint explained that everyone from the bypass south of town. They are hooked to sewer the system here. Everybody is on our sewer system and a septic tank. If you are on a septic tank, it takes twice as much money to treat. The pipes are twice as expensive, and we have bigger pump stations and so that is why the fee is there. Hickory Hills has multiple units on one tank. This is not standard residential use for sewer systems. A simple residential can go 50 years without being pumped because it is not misused. The reason that it is called septic is because it turns septic. There are more gases, the water turns black. When we used to pump it, it would kill our sewer plant for a week. We would be in violation with the state. That was the reason for the ordinance because there are no other utilities that pump apartments or restaurants or any commercial businesses. The ordinance in question is 4 years old.

Mayor Greer asked in the ordinance if he recalls correctly, it says non-residential, is that correct? The questions that are coming to Mayor and The Council from the residents that live at Hickory Hills and Ashland Park Condominiums is that they are zoned residential. They are individually owned and it's not a commercial business or living space.

Clint responded: They are individually owned but they are all hooked to one septic tank for 12 units. It is not a standard residential tank.

Councilman Thompson asked why they are on a septic tank?

Clint responded: That whole area of Town is on gray water only. This means we just take the water off it. It holds all the solids and that is what has to be pumped. On that side of town we only accept gray water. The system from the bypass that way, the mains are only able to take water. It won't hold solids. The pump stations won't pump solids and that was an addition years ago and separate from this part of town.

Vice Mayor Kerrigan stated: When we made the resolution the understanding was those were listed as commercial because of the septic. The wording in the resolution is technically incorrect. We say non-residential. If that is what the council wants to do is not pump, then the wording on the resolution needs to be updated. It should read commercial septic system not non-residential.

Mayor Greer stated that they are considered residential.

Vice Mayor Kerrigan said the zoning is residential, but the septic is used as commercial.

Clint stated that the whole purpose was the sewer plant was it was killing the sewer plant. We were in violation with TDEC also.

Vice Mayor Kerrigan stated he remembered when it came through and the issue was discussed. He is unsure if there was a full understanding of how it was separated.

Mayor Greer asked what we were charging the residents when it was full service?

Clint responded that they were not charged and that we just went and did it.

Vice Mayor Kerrigan stated that we then had several issues because our system cannot handle that.

Mayor Greer stated that one of the frustrations he has heard is that they were not notified of the change. The residents found out by walking out to the parking lot to raw sewage. He would like to know why they were not notified of the change.

Gayle Bowman stated that she looked in her computer and this would be her 2nd computer since this occurred and she was not able to find the letter. She is also on her 3rd office since then and she has searched for it but has not found anything. She remembers it happening but cannot locate the letter.

Mayor Greer stated that he has heard from several residents that they never received anything. He has not gotten feedback from any resident that says they received a letter.

Councilman Thompson asked: it is not the sewer line, and we are accepting the gray water. It is the pumps to get it to the plant on that end of town without a solid tank in between.

Clint responded correct it is set up for only water. He stated that there are no utility pumps in an apartment complex.

Mayor Greer asked if there was any compromise.

Clint stated that he will do whatever the council wants him to do.

Vice Mayor Kerrigan asked if we went and pumped them so could the sewer department handle that.

Clint responded: not at this sewer plant. He said that most cities are not doing it because it is 10 times worse than residential, and it kills the sewer plants.

Councilman Thompson offered to make some calls and find some answers for the questions asked.

24. Streetscape Improvements Contract – Clint stated that this was the landscape engineer, and he has not sent the updated contract. It is dated incorrectly. Mayor Smith signed it in May, but it needed to come back through again for Mayor Greer to sign it. He stated that they had reached out by email and phone and the gentleman has not responded. Mary the City Recorder stated that she would reach out since he has responded to her in the past pretty fast.
25. RESOLUTION - Check Signer – Gayle Bowman stated that this removes the former Mayor JT Smith and adds Gerald Greer to the local banks so that he becomes a signor on the bank accounts.
26. Library Maintenance of Effort Agreement – Gayle Bowman stated this is our yearly agreement with the library where we pay \$12,500.00 into the budget.
27. TBI check user Agreement – Violet Black stated this is for the Police Department, but we have employees in the police department that are not officers and have to be in the TBI. She has an agreement with a company that they have to get signed by the mayor and we will also have to pay. We have 2 employees, the cleaning person and Justin and they will have to be fingerprinted and they cannot go through the police department. They will have to go through this other service to be in line with the TBI Audit that they have to go through.
28. RESOLUTION: Thrive 55+ Interim Pay – Violet Black stated that this put Judianna and Tammany up to the director's position. They are going to split it because of the late notice. They do not have the schedule to hit all the meetings. They both stepped up and taken on the activities at the Senior Center.
29. Redd Stewart Historical Marker – Councilman Adkins stated the county Mayor Kerry McCarver contacted him for the family of Redd Stewart asking if the county would place a historical marker along Tennessee Waltz Parkway to recognize Redd Stewart. He was a native of Ashland City and he wrote our state song The Tennessee Waltz. The family asked for the sign to be installed near Dillon Transportation or the Braxton area of the bypass since that was close to his home.

decades ago. Mayor McCarver told the family it would be the city and possibly The Tennessee Department of Transportation since the is a state road and said that County historian Lisa Walker helped the county several years ago get a historical marker on Highway 12 North and Henrietta for Summit and he said at the time that was about \$ 1400.00 and I just wanted to put it out here. He said that was pre- covid so I'm sure the prices have changed. I wanted to know if this is something the council would like to pursue.

30. Park Advisory Board Discussion – Councilman Smith stated because of the last meeting. It is an ongoing issue; we have a few issues we would like to clean up. The secretary, according to the original ordinance that was made, states the secretary must be a city employee, not a board member anymore. Currently, we have Renee Cannon as our secretary, who is a part-time employee of the city, and she is also on the board. The problem is when the old secretary who was a city employee resigned the board could not find someone who was a city employee who could do or would do the job. He thinks they came to council, and it was changed that a board member could be the secretary. Renee then turned out to be a board member and the secretary. He would just like to clarify if that is still ok. It was suggested to get the advice of Jennifer Noe if the wording should be changed to reflect that. They also put a lot of events out on the city website and would like to add a tab for the board to put events out so the public does not have to search for them. He would also like a better way to recognize when someone donates something to the parks. It was recommended to get with AC to find out how to utilize the site more efficiently.
31. CEC - Amendment to owner - Engineer Agreement No.3 – Gayle stated this is a new agreement with CEC to add an additional \$ 20,000.00 for their work adding the new belt press. It will be \$ 20,000.00 in labor and whatever work they are doing to get this new belt press for the new facility.
32. Ashland City Fire Station 2 Fire Alarm System Component Replacement Estimate – Allen Nicolson stated this is a lease agreement. The fire alarm at station 2 went out and was showing an alarm continuously. We had 2 alarm companies come out and give quotes. They also had PPE because they turned into the insurance because they thought lightning had struck it. The engineer looked at it and said it did strike it and it was age. The current system there now is a proprietary system and that means that only that company can work on that system. That is Johnson Controls, and you have to use their products and their technicians. The higher quote is the system that matched station 1 and is a little bit higher but will be better in the end. It would also only be 1 company monitoring both stations and right now there are 2. Mayor Greer asked if that was SWC.

SURPLUS PROPERTY NOMINATIONS

None

EXPENDITURE REQUESTS

33. Ashland City Fire Dept- Equinox Quote – Chief Walker stated this is for adding 2 more tornado sirens and it was put in the budget. This quote is on the Federal contract. He stated that it was a little higher than what was budgeted. It came in as \$ 73,614.00. They do not have an exact location at this time until the company comes down and do a study but we have an idea. We had \$ 68,000.00 in the budget.
34. Expenditure Request - Active Shooter Kits - \$ 18,055.25 – Chief Ray stated that it was already approved in the budget. This was to make them aware of spending that money for the kits. They have already been ordered and should be in soon.

OTHER

There was some extended conversation and questions about the lights from CEMC.

ADJOURNMENT

Amotion was made by Vice Mayor Kerrigan, seconded by Councilman Thompson to adjourn the meeting. The meeting adjourned at 7:52 PM.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

ATTEST:

Mayor Gerald Greer

City Recorder Mary Molepske



RESOLUTION NO. 2024-

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

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2024-19 establishing a Wage and Salary Policy; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the policy and the attached exhibit; and

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

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

Adopted this _____ day of _____, 2024

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Mary Molepske City Recorder

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriates \$60,000 to General Fund for overtime pay in the Fire Departments.

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

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

<i>General Fund</i>	<u>Beginning Budget</u>	<u>Ending Budget</u>
Fire Department	\$2,832,700	\$2,892,700

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE #

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

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

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

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

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

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

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

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

Resolution 2016-02

A resolution of the Mayor and Council of the Town of Ashland City to create a Parks and Recreation Advisory Board to advise and recommend to the City Council of the Town of Ashland City in all matters to the establishment, maintenance, and operation of the city parks and recreation programs.

WHEREAS, The City Mayor and City Council for Ashland City, Tennessee desire to establish and maintain a Parks and Recreation Advisory Board to promote and establish parks and recreation programs, and maintenance and operation of the city parks; and

WHEREAS, the Mayor has the authority to appoint five (5) members to the board; and

WHEREAS, the board members will serve two (2) year terms;

WHEREAS, the board shall not meet more than once a month; and

WHEREAS, the board shall elect a Chair and one (1) member shall serve as Vice-Chairman; and

WHEREAS, the board shall accept and amend the by-laws annually; and

WHEREAS, the board shall comply with all State and City regulations.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established.

Adopted this the 9th day of February, 2016.



Rick Johnson, Mayor



Phyllis Schaeffer, City Recorder

**Constitutional By-Laws
of the
Parks and Recreation Advisory Board
Town of Ashland City, Tennessee**

A. Purpose

The Ashland City Parks and Recreation Board, herein-after referred to as the Board, shall be composed of five (5) members. The duties of said Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

B. Terms of Office

1. The terms of office for the Board for said Parks and Recreation Advisory Board shall commence on July 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board shall appoint one (1) member to serve as Chairman. One (1) member will serve as a Vice-Chairman on an annual basis, as selected by the Board at the July meeting.
2. Members appointed to fill vacancies on said Board shall be for the remainder of the term of his/her predecessor.

C. Termination

Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve month period that are considered unexcused by definition, or 25% of the meetings, whichever is greater, in one appointment year, unless the absenteeism is for:

- a. Vacation
- b. Illness
- c. Family Emergency
- d. Jury Duty
- e. Business out of town

Absenteeism may also be excused by the Board or by the Mayor. If a member goes beyond this absenteeism limit, the Mayor shall be advised to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairman or Vice-Chairman of a valid reason or good cause for absence prior to a scheduled meeting.

D. Organization

Said Board is authorized to establish its own rules, regulations, and by-laws subject to ratification by the City Council and shall provide for regular and special meetings necessary to carry on its business.

E. Limitations

The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council. The Board shall not knowingly conduct business that has been assigned by ordinance to any other governing or advisory board of the Town of Ashland City.

F. Regular Meetings

The regular meeting shall be held on the third Tuesday of each month at the hour of 6:00 p.m. unless otherwise designated in the Notice, and at such place as is designated in the Notice.

G. Special Meetings

Special meetings may be called at any time by the Chairman of the Board or by three (3) members of the Board.

H. Place of Meeting

The place of meeting shall be the location designated in the Notice.

I. Quorum

Three (3) members or more shall at all times constitute a quorum.

J. Rules of Order

General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

K. Order of Business

The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

1. Call to order
2. Roll call and possible action concerning requests for absences.
3. Hear visitors.
4. Consideration of minutes of the last regular meeting and of any special meetings held subsequently, and their approval or amendment.
5. Reports and Board action items.

M. Appointment of Officers

The Board shall appoint one (1) member of the Board to serve as Chairman. One (1) member will serve as Vice-Chairman on an annual basis, as selected by the Board at the July meeting.

N. Duties of the Board Chairman

The Chairman of the Board shall preside at the meetings of the Board and shall perform the other duties ordinarily performed by that office. The Chairman shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

O. Duties of the Vice-Chairman

The Vice-Chairman of the Board, in the absence of the Chairman, shall perform all the duties of the Chairman of the Board. In the absence of both the Chairman and the Vice-Chairman, the Board shall elect a Chairman Pro Tempore who shall perform the duties of the Chairman of the Board.

P. Duties of the Parks and Recreation Director

The Director shall act as the Chief Executive Officer of the board, but shall not be a member. The Director shall attend all regular meetings and participate in discussions, but shall not be entitled to vote.

Q. Duties of the Secretary to the Board

The Parks Staff Assistant shall act as the Secretary to the Board, but shall not be a member. The Staff Assistant shall prepare agendas, post the appropriate notices, notify Board members of all the regular meetings at least seventy-two (72) hours prior to the meeting, transcribe minutes from regular and special meetings in which a quorum of the Board is present, and maintain the minutes and records of the Board in compliance with all state and local laws.

R. Appointment of Special Committees

Special Committees shall be appointed by the Chairman for Consideration and study of any matter not covered by the Board during regular or special meetings. The Special Committees shall report their findings to the Board.

S. Amendments

These by-laws may be amended at any regular meeting of the Board by a majority voted of the members present, and then approved by the City Council provided previous notice of the nature of proposed amendment shall have been given at least one (1) regular meeting before the action thereon shall be taken.

The by-laws shall be automatically amended by any future ordinances passed by the City Council dealing with matters relating to the Parks and Recreation Advisory Board.

ORDINANCE # 536

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO
ESTABLISH TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE**

WHEREAS, Resolution 2016-02 previously established a Parks and Recreation Advisory Board with the purpose of advisement and recommendation to City Council on all matters to the establishment, maintenance, and operation; and

WHEREAS, the Mayor and Council wish to add the Parks and Recreation Advisory Board to the Town of Ashland City Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established under Title 2 Chapter 2 titled Parks and Recreation Board of the Municipal Code be added as follows:

2-201. Purpose. The Ashland City Parks and Recreation Board, herein this chapter referred to as the Board, shall be composed of five (5) members. The duties of the Board shall be to advise and recommend to the Parks Department and City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

2.202. Terms of Office. The terms of the office for the Board shall commence on May 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board will be established in May 2020 and the first Board will have two (2) member's terms that will expire in 2022 and three (3) member's terms that will expire in May 2023. The Board shall appoint one (1) member to serve as Chairperson and one (1) member to serve as Vice-chairperson on an annual basis, as selected by the Board at the July meeting. Members appointed to fill vacancies on the Board shall be for the remainder of the term of his/her predecessor.

2.203. Termination. Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve-month period that are considered unexcused or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year. If a member goes beyond this absenteeism limit, the Mayor shall be advised by the Board to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairperson or Vice-Chairperson of a valid reason or good cause, as determined by the Board, for absence prior to a scheduled meeting. The Chairperson will monitor attendance and will discuss absenteeism during the regularly scheduled meeting if any issues shall arise prior to notifying the Mayor of a vacancy on the board.

2.204. Organization and Amendments. The Board is authorized to establish its own rules and regulations by a majority vote, subject to ratification by Resolution of the City Council. These by-laws may be amended by a majority vote of the Board members present and shall be present these amendments to City Council for ratification by Amendment to this Code of Ordinances.

2.205. Limitations. The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council, or through appropriation of the Parks and Recreation budget at under the direction of the Parks Director. The Board shall not knowingly conduct business that has been assigned by ordinance to any governing or advisory board of the Town of Ashland City.

2.206. Meetings. Meetings shall be held once a month and shall be reported to the City Recorder and advertised on the town website and any other media outlets the town chooses to utilize. The regularly scheduled meeting time and date shall be determined and voted on by the Board. Special called meetings may be called at any time within forty-eight (48) hours notice and may be called by the Chairperson of the Board or by three (3) members of the Board.

2.207. Place of Meeting. The place of the meeting shall be the location designated in the advertisement as approved by the Board.

2.208. Quorum. Three (3) members or more shall at all times constitute a quorum.

2.209. Rules of Order. General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

2.210. Order of Business. The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- a. Call to Order
- b. Roll call
- c. Attendance
- d. Approval of Agenda
- e. Approval of Minutes
- f. Public Forum
- g. Reports
- h. Old Business
- i. New Business
- j. Other
- k. Adjournment

2.211. Appointment of Officers. The Board shall appoint one (1) member of the Board to serve as Chairperson and one (1) member of the Board to serve as Vice Chairperson on an annual basis, as selected by the Board at the May meeting.

2.212. Duties of the Chairperson. The Chairperson shall preside at the meetings of the Board, shall perform all other duties ordinarily performed by a Chairperson, shall have a vote on all matters, but shall not have veto power. The Chairperson will track attendance of the Board and will report issues of absenteeism to the Mayor. The Chairperson shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

2.213. Duties of the Vice Chairperson. The Vice-Chairperson in the absence of the Chairperson shall perform all the duties of the Chairperson of the Board. In the absence of both the Chairperson and Vice-Chairperson the Board shall elect a Chairperson Pro Tempore who shall perform the duties of the Chairperson.

2.214. Duties of the Parks and Recreation Director. The Director shall act as an advisor to the Board, but shall not be a member. The Director, or their designee, shall attend all regularly scheduled meetings, report attendance of the Board to the Town's payroll department, and participate in discussions, but shall not be entitled to vote.

2.215. Duties of the Secretary. An appointed town employee shall to act as Secretary for the Board, but shall not be a member. The Secretary will prepare agendas, notify Board members of all special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings in which a quorum of the Board is present, maintain and post the minutes and records of the Board to the Town website and remain in compliance with all state and local law, and shall post, prepare, and/or report to the appropriate town employee(s) the appropriate notices.

2.216. Compensation. The appointed members of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the Town's payroll department within two (2) days following the conclusion of the meeting.

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

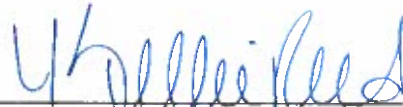
First Reading: February 11, 2020

Public Hearing: March 10, 2020

Second and Final Reading: March 10, 2020



Mayor Steve Allen



City Recorder Kellie Reed, CMFO, CMC

RESOLUTION NO. 2023-18

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY ESTABLISHING THE PLANNING AND FUTURE
GROWTH COMMITTEE AND BY-LAWS**

WHEREAS, the City Council for the Town of Ashland City has established a Planning and Future Growth Committee and by-laws; and

WHEREAS, the Planning and Future Growth Committee will help provide the necessary recommendations for changes to manuals, guidelines, and ordinances regarding planning and future growth.


NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Planning and Future Growth Committee and By-Laws, attached hereto, are hereby approved and adopted, and shall become effective immediately following passage of this resolution.

Approved this 11th day of April, 2023

Voting in Favor 6

Voting Against 0

Attest:



Mayor JT Smith



Violet Black, HR

**BY-LAWS
OF THE
ASHLAND CITY FUTURE PLANNING COMMITTEE**

ARTICLE I

AUTHORITY

These by-laws are adopted under the authority of the Town of Ashland City Mayor and City Council.

OBJECTIVES

The objectives and purposes of the Ashland City Future Planning Committee (the Committee) shall be as set forth by the mayor, city council and planning commission and those powers and duties delegated to the Committee by the chief legislative body.

ARTICLE II

MEMBERSHIP

Section 1. The Committee shall have ~~18~~ a minimum of nine (9) Members which shall consist of the following:

The Mayor or Vice-Mayor, one (1) member of the City Council, one (1) member of the Ashland City Municipal Planning Commission and two (2) members out of each Ward appointed by the City Council of the Town of Ashland City.

Section 2. The terms of the members appointed by the ~~Mayor-Council~~ shall be 2 years ~~staggered~~; the terms of city council and planning commission members shall be concurrent with their respective terms. All members shall reside within the municipal boundaries.

Any vacancy shall be filled for the unexpired term of the membership through the appointment by the City Council who shall also have the authority to remove any appointed member at the Council's pleasure.

Section 3. Any appointed Committee member with unexcused absences from three (3) consecutive regular meetings of the Committee will be deemed to have resigned their position on the committee upon the effective date of the third meeting.

ARTICLE III

OFFICERS AND THEIR DUTIES

Section 1. The officers of the Committee shall consist of a Chairman, Vice Chairman and Secretary.

- Section 2. The Chairman shall preside at all meetings and hearings of the Committee. He or she shall have the privilege of discussing all matters before the Committee and to vote thereon. The Vice Chairman shall preside at the meeting in the absence of the Chairman.
- Section 3. The Secretary shall be responsible for the minutes and records of the Committee and such other duties as are normally carried out by a Secretary.

ARTICLE IV

ELECTION OF OFFICERS

- Section 1. Nomination of officers shall be made from the floor and officers shall be elected at the annual organization meeting which shall be held during the first meeting of each year in January during which time the Mayor and his or her designate shall act as chairman pro tem.
- Section 2. The nominee for each office receiving a majority vote of the entire membership of the Committee shall be declared elected and shall be filled immediately following the election.
- Section 3. The term of office for each officer of the Committee shall be one (1) year, or until the election and qualification of his or her successor.
- Section 4. Vacancies in offices shall be filled immediately for the unexpired term by regular election procedure.

ARTICLE V

MEETINGS

- Section 1. All meeting of the Committee shall be held at the call of the chair at a place and time as shall be designated in advance by the chairman.
- Section 2. A majority of the entire membership of the Committee shall constitute a quorum. In the event of any vacancy on the Committee, a majority of the members still acting shall constitute a quorum. A quorum shall be present before any business is transacted.
- Section 3. All plans, reports and recommendations of the Committee must be approved by a majority of all members present. The minutes of meetings shall be maintained in Ashland City Town Hall.
- Section 4. A record of the vote of each member on each major question shall be kept as a part of the minutes.

- Section 5. Meetings of the Committee may be called: (1) by the Chairman upon written notice, (2) by the Vice- Chairman, if the chairman is not present or (3) by any three (3) members of the Committee by giving at least seven (7) days' notice thereof.
- Section 6. Notice of meetings of the Committee shall be established with notice prior to meeting setting forth the time and place of meeting. The notice of such meeting shall specify the purposes of such meeting and no other business may be considered except by unanimous consent of the Committee.
- Section 7. Except as set forth herein, Roberts Rules of Order shall prevail as to any matters of procedures.
- Section 8. All meetings at which official action is taken shall be open to the general public.
- Section 9. At all meetings, each member attending shall be entitled to cast one vote. Voting shall be by voice. In the event that any member shall have personal interest in the business before the Committee, this Committee member shall disclose the interest but may still vote after declaring any potential conflict.
- Section 10. An affirmative vote of a majority of the members attending the meeting shall be necessary for approval of any proposed matter and in the event that a majority of those present at the meeting shall not vote affirmatively on the matter, the matter shall be recommended as not approved.

ARTICLE VI

ORDER OF BUSINESS

The order of business at regular meetings shall be:

- (a) Call to Order
- (b) Roll call
- (c) Approval of agenda
- (d) Approval of minutes of previous meetings
- (e) Hearing of persons having business with the Committee
- (f) Reports
- (g) Old Business
- (h) New Business
- (i) Other
- (j) Adjournment

ARTICLE VII

PROCEDURE

- Section 1. All matters to be presented to the Committee shall be filed in final form not later than seven (7) days preceding the regular meeting to which recommendation is sought.
- Section 2. The agenda may be amended or added to only by unanimous consent of the members present at the meeting and only upon motion presented at the meeting to add a matter to the agenda.
- Section 3. If the petitioner or applicant or his/her representative is not present when the Committee is to consider their petition or application, consideration may be deferred until the next regular or advertised Committee meeting. Deferral of consideration may be continued until the petitioner or applicant, or his/her application is present to explain his/her petition or application to the Committee to answer any questions the Committee may have concerning the proposal. The Committee shall have the right to set time limits on presentations or discussions brought before the body.
- Section 4. All votes shall be by voice vote and shall be recorded by the secretary and kept in the official minutes of the meeting.
- Section 5. The minutes of the meeting shall be the official acts of the Committee and any changes there from in any correspondence shall not be valid.
- Section 6. The Secretary shall be the person responsible for the correctness of all minutes, although the actual taking of the minutes may be delegated to other persons.

ARTICLE VIII

PUBLIC HEARINGS

- Section 1. In addition to those required by law, the Committee may, at its discretion, hold public hearings when the committee deems hearings will be in the best interest.
- Section 2. Notice of such hearings shall be published in a newspaper of general circulation at least seven (7) days prior to the date of the public hearing.
- Section 3. During a public hearing, the case before the Committee shall be presented in summary by a member of the staff or by a Committee member designated by the Chairman.

ARTICLE IX

FILING

- Section 1. All matters to be presented to the Committee shall be filed at City Hall with copies provided as required.
- Section 2. All matters shall be submitted to staff as required.

ARTICLE X

REPORTING TO THE CITY COUNCIL

- Section 1. After the Committee shall have acted upon any matter, the action of the Commission shall be certified by the Secretary and delivered for action to the City Council and/or the Planning Commission, as required.
- Section 2. With regard to routine matters, a council member of the Committee shall represent the decision of the Committee unless the Council member has difference of opinion or conflict of interest and does not wish to represent the decision of the Committee.

ARTICLE XI

CONFLICT OF INTEREST

- Section 1. Any member shall disclose a conflict of interest prior to any discussion or voting on any matter on the meeting agenda in which the member has a direct or indirect personal interest.
- Section 2. The burden of revealing any such conflict rests with the individual member of the Committee.
- Section 3. Failure to disclose such conflict of interest shall nullify such action and require a reconsideration and vote upon such conflict becoming known.

ARTICLE XII

ADOPTION AND AMENDMENT

- Section 1. These by-laws herein shall be in full force and effect at the first meeting and all subsequent meetings following the adoption of this document by a majority vote of the entire membership of the Committee as well as a majority vote of the entire membership of the City Council. **These by-laws shall be amended by Resolution approved by the City Council.**

ARTICLE XIII

COMPENSATION

Section 1. All appointed member of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the Town's payroll department, within two (2) days following the conclusion of the meeting.



CONTRACT AMENDMENT COVER SHEET

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

**AMENDMENT TWO
OF CONTRACT 77734-100**

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

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifty thousand dollars (\$50,000.00) ("Maximum Liability").

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

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

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



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



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

Contract for Services

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

Anna Winberg, Exercise Instructor

Gerald Greer, Mayor

Every ordinance shall be read by reading the title unless there is a motion by the Council to read the entire ordinance; the second reading may be by title only, except that any amended provisions shall be read in full. Each resolution shall be read in full one (1) time unless the Council, by motion, elects to waive the formal reading, and shall become effective when adopted unless its terms provide otherwise. To meet a public emergency affecting life, health, or property, an emergency ordinance may be adopted on two (2) readings on separate days and shall become effective immediately, by the affirmative votes of a majority of the members of Council, if the ordinance contains a full statement of the facts creating the emergency, provided that any emergency ordinance shall be effective for only ninety (90) days. No emergency ordinance shall be passed that grants franchises, levies taxes, or gives special privileges.

(b) The Council shall have the general and continuing ordinances of the City assembled into an official code of the City, a copy of which shall be kept currently up-to-date by the City Recorder and shall be available to the public. Following the adoption of the official code all ordinances shall be adopted as additions to, deletions from, or amendments to the code.

SPECIAL INDUSTRY AGREEMENT

C

Between
VOLUNTEER STATE COMMUNITY COLLEGE
 And
ASHLLAND CITY FIRE DEPARTMENT

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

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

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

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

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

B. COMPANY RESPONSIBILITIES. The Company shall:

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

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

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

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

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

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

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



Quote Number FWS091624ASH

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 9/16/2024
 Quote Expires 10/16/2024

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	\$9,728.95	\$19,457.90
2001TRBP	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	2.00	\$3,283.20	\$6,566.40
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	\$9,000.30	\$18,000.60
OMNI-BVH-35	Omni-B series antenna, 150-174 MHz VHF, 35' RF N-N Cable.	2.00	\$456.00	\$912.00
AMB-P	Antenna pole mounting bracket	2.00	\$151.05	\$302.10
TK-IO-CUSTINS-SERV	Turnkey Installation includes: *Supply and install New 50' class II wood pole, (4) FVP standard marine batteries; framing of equipment, conduits, disconnect and meter base (if required by customer), all necessary materials and labor as outlined in product manual. *Siren Tech II *Additional laborers *Bucket truck with operator *Tractor trailer with driver *Digger derrick with operator *Travel *Meal/Incidentals per diem (As per the TIPS contract, the required number of hours to complete installation are included).	2.00	\$10,194.00	\$20,388.00
TK-IO-CUSTINS-SITE.OPT	Startup-Site Optimization includes: *Startup and commissioning after power is connected. *Siren Tech 1 *Travel *Meal/Incidentals per diem (As per the TIPS contract, the required number of hours to complete installation are included).	2.00	\$657.00	\$1,314.00



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TK-IO-CUSTINS-SD	Includes: *Freight/Shipping/Handling. *Project management, propagation studies, pre-construction survey. *Travel *Meal/Incidentals Per Diem (As per the TIPS contract, the required number of hours to complete are included).	2.00	\$1,702.00	\$3,404.00
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Grand Total \$70,345.00



Accepted By

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

Accepted By: _____ Date: _____

Title: _____

Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:

sales@capitolelectronics.com

F: 317-839-2662

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



Quote Number FWS091624ASH

- 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*

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 acknowledgment 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 written notice or any such price increase. Buyer shall have five days from receipt of such notice to



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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.

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

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

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

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

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

10. LIMITED WARRANTY.

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

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

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after



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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, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "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.



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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 within 30' of the pole. Additional site restoration quotes are available.

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.



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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.
Federal Signal — Public Safety Systems

Proposed By

Manufacturer's Representative Erin Davis

Address Capitol Electronics
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