



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
May 13, 2025, 6:00 PM
Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) April 8, 2025, Regularly Scheduled City Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. ATTORNEY: Jennifer Noe

UNFINISHED BUSINESS

- [3.](#) ORDINANCE 639: Budget Amendment \$ 45,372.00 - New Patrol Car -2nd Reading

NEW BUSINESS

4. Bruce's Buddies - Jody Vann
5. CERTIFICATE OF COMPLIANCE: Change of Ownership - Jackson Liquors
- [6.](#) CONTRACT: Fire Contract with the County
- [7.](#) CONTRACT: Elevator Service and Inspection - Station 1
- [8.](#) CONTRACT: Annual Fire Alarm Inspection and Monitoring - New City Hall & Continued for Fire Station 1 & Fire Station 2.
- [9.](#) TCRS rates for 2025/2026
- [10.](#) TCRS - Hazardous Duty Cost
- [11.](#) Insurance Rate Discussion: BC/BS and Lincoln
- [12.](#) RESOLUTION 2025-22: LEGAL SERVICES AGREEMENT
- [13.](#) CONTRACT: Mauldin and Jenkins CPA
- [14.](#) ORDINANCE 640: Budget Amendment – for the FISCAL YEAR 2024-2025- 1st Reading
- [15.](#) CDBG - Pump Station Bid Award
- [16.](#) Supplies for all City Buildings

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

17. CONTRACT: Nashville Symphony Concert
18. Approval for a Private vendor to sell alcohol at the Concert.
- Budget Discussion - Scheduling dates for Budget Meetings

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 City Council Meeting

April 08, 2025, 6:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:06 p.m.

ROLL CALL

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

PLEDGE AND PRAYER

Councilman Adkins led the Pledge and Prayer.

PUBLIC HEARING

1. ADVERTISEMENT FOR REZONE - BOYD, MAIN, RUTH
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to close the public hearing. All approved by voice vote.
2. Rodeo Donation Advertisement
Kelly Ellis came to speak about the Rodeo. She handed out flyers and advised of some of the events and local talent that would be there.
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to close the public hearing. All approved by voice vote.

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the agenda with the change – Adding the emergency Pump Station expenditure request to other section. All approved by voice vote.

APPROVAL OF MINUTES

3. March 11, 2025, Regularly Scheduled City Council Meeting Minutes
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the March 11, 2025, Regularly Scheduled City Council Minutes. All approved by voice vote.

PUBLIC FORUM

Tom Morris – Spoke about the new development at 111 Boyd Street. He believes this is the final vote to put 14 units on this property. He understands that this is just the vote that will allow this development if the studies allow it to happen which are determined after the rezone. He needs clarification on what the process is for public notification. There was a zoning sign put on the property today. He advised of all the places it was advertised, and that the developer was provided with the names and addresses for the residents for notification. The residents have received nothing from the developer regarding the rezone. He explained the hydrology and soil compaction studies have not been completed. It is a small building site and run off is an issue. 1 inch of water on 1 acre is equal to 27,000 gallons of water. He stated that last week in 4 days they got 9 inches of rain. Would a retention pond help with the excessive water? Time ran out.

Lisa Sharp – Spoke about the development at 111 Boyd Street – She lives on Fairview Circle. It has been residential for many years. She does not want to see 14-16 houses on this site.

They already have traffic issues, and this includes speeding and not stopping at the stop signs. There is always a problem getting off her street no matter what time of day it is. She agrees with growth but started to go out of the country and build on a bigger space. Do not put 14-16 houses on a lot that was only 1 house on it for years. She stated that it is going to clog up the water system and cause trouble for the residents. There is not enough room for 2 cars to pass on the street and she is worried about emergency vehicles getting through if there are cars parked in the street,

Jerry Sharp – He states that you will have to make other entrances to get in and out of the development to help relieve the traffic. He believes 14 houses in the small area will make the neighborhood look bad. He asked please do not pass this because they do not need it in the neighborhood.

Brian Shearon – I am the contractor doing the dirt work on the property. He came to answer any questions the community or council might have about the development. This is being put in correctly because he is putting it in there himself. He was raised on the same street and does not believe the traffic is bad. The land itself has not been changed. We just cleaned out the wooded area. There may be some run-off in the beginning, but it will not cause any damage, and they are putting in landscape and building some really nice new homes. If you are building 1 home, you would still have to clear the lot and have the same amount of run-off. We can address the problems as they occur, and the engineers will tell us what to do.

Corey Hastings – He just found out the issues at the property within the last couple of hours. He works from home 3 days a week and there is a substantial amount of traffic that passes through the neighborhood. When a neighbor was having some roof work done it created a traffic jam with the trucks that had to be there for the tear off. He had photos of properties flooding and disagreed with the opinion that there were no issues with flooding on this street. He has a friend in the newer development across the street that also had flooding issues. The HOA did not want to help fix the issue and they were out their own money to fix it. He is happy to see more people here because he grew up here and loves it but he agrees to go further out and get more land to build these bigger developments. Don't put them in such a small area. There are neighbors that have trouble filling the bathtub because of water pressure issues. The vegetation that has been removed is already causing an issue with homes being damaged by the animals that are now displaced. He already has standing water in his yard that is going to cost more money for him to fix. He is asking the council to think about this and not just think of the financial gain for the city.

REPORTS

4. ATTORNEY: Jennifer Noe – Attorney Noe does not have anything to add that is not on the agenda. She did let the Council members know she will not be at the May workshop.

UNFINISHED BUSINESS

5. ORDINANCE 634: Rezone 111 Boyd Street - 2nd Reading – Allen Nicholson spoke and apologized for the delay in posting the sign at the location. Our ordinance requires it to be posted 14 days prior and it was just posted today. He suggested a motion to defer this ordinance. Residents within 1000 feet of the property need to be notified by the builder in writing.
A motion was made by Councilman Thompson, Seconded by Councilman Adkins, to defer the 2nd reading until May. Voting Yea: Councilman Thompson, Councilman Adkins, Councilman Smith, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Mayor Greer. Voting Nay: 0
6. ORDINANCE 635: Rezone 570 Main Street - 2nd Reading
A motion was made by Councilwoman Binkley, Seconded by Councilman Thompson, to approve the rezone. Voting Yea: Councilwoman Binkley, Councilman Thompson, Councilman Adkins, Councilman Smith, Councilman Young, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0
7. ORDINANCE 636: Rezone 113 Ruth Drive - 2nd Reading
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the rezone. Voting Yea: Councilman Smith, Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0

8. ORDINANCE 637: Standard Speed Limit in Ashland City
Billy Harris - advised that the cost of replacing all the speed limit signs is \$2600.00 and he has money in the budget to change all the signs.
A motion was made by Vice Mayor Kerrigan, Seconded by Councilwoman Binkley, to approve the standard speed limit on neighborhood streets unless otherwise posted. Voting Yea: Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0
9. ORDINANCE 638: Standards for approving speed bumps
A motion was made by Councilman Adkins, Seconded by Vice Mayor Kerrigan, to approve the requirements for installing speed bumps to calm traffic. Voting Yea: Councilman Adkins, Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0

NEW BUSINESS

10. RESOLUTION 2025-17: Naming the New Courtroom
A motion was made by Councilman Young, Seconded by Councilwoman Binkley, to approve dedication to Judge James W "Bill" Stinnett. Voting Yea: Councilman Young, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Smith, Councilman Thompson, Councilman Adkins, Mayor Greer. Voting Nay: 0
11. RESOLUTION 2025-18: Cheatham County Rodeo Donation
A motion was made by Councilman Adkins, Seconded by Vice Mayor Kerrigan, to approve the donation of \$ 750.00 to the Cheatham County Rodeo. Voting Yea: Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Smith, Councilman Thompson, Mayor Greer. Voting Nay: 0
12. U.S. Army Corps of Engineers Contract Renewal - Parks Department
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the contract of compliance with the U.S. Army Corp of Engineers. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
13. Clarke Power Gen Contract - Fire Department
A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the Clarke Power Generator Contract for a 3-year Term at Station 1 and Station 2. Voting Yea: Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
14. MG Group - Renewal Contract – Auditors
A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the MG Group Contract. Voting Yea: Councilman Thompson, Councilwoman Binkley, Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
15. RESOLUTION 2025-19 - Mid-Cumberland Transportation Agreement.
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan to approve the Mid-Cumberland Transportation Agreement. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
16. Painting Quotes - Senior Center
Just to inform the council that the painting is in the Grant money and no bid was needed and the work is to be performed prior to the installation of the flooring.
A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the painting at the senior center to be completed before the flooring is installed. Voting

Yea: Councilman Thompson, Councilwoman Binkley, Councilman Young, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0

17. ORDINANCE 639: Budget Amendment \$45,372.00 for a new patrol car
A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the Budget Amendment in the amount of \$ 45, 372.00 for a new patrol car. Voting Yea: Councilman Thompson, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
18. Award the Industrial Water Tank bid
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to award the Industrial Water Tank bid to J&J Construction. Voting Yea: Councilman Smith, Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0
19. RESOLUTION 2025-20: Reimburse Funds to the Enterprise Account.
A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to approve reimbursing the funds to the enterprise account from the American Rescue Act Funds. Voting Yea: Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Thompson, Councilman Adkins, Councilman Smith, Councilman Young, Mayor Greer. Voting Nay: 0
20. Railroad Agreement
A motion was made by Councilman Young, Seconded by Councilman Thompson, to approve the Railroad Agreement. Voting Yea: Councilman Young, Councilman Thompson, Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

21. Cumberland Connect Agreement - City Hall
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan to approve the Cumberland Connect contract for internet at the New City Hall. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
22. Cumberland Connect - Riverbluff Park
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan to approve the Cumberland Connect contract for internet Riverbluff Park. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
23. Debt Obligation Discussion
This is just to inform the council members that all the paperwork has been filed with the comptroller for our loan.
24. Emergency Expenditure Request for a Pump Station Replacement – We tried to repair the station that went down behind TDOT and could not repair it. Clint has travelled to Mississippi to look at a Pump Station that is the same as our current one that is broken. It will cost half of what ordering a new one would cost. A contractor ordered it, and it is not being used. We are checking to be sure it is in good working order and check to see if it has a warranty with it. We are currently renting a replacement at the cost of \$ 3000.00 monthly.
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan to approve the expenditure not exceeding \$ 75,000.00 for the replacement Pump Station. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:55 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

DRAFT

Ordinance No. 639
An Ordinance of the
Town of Ashland City, Tennessee

Amending the Fiscal Year 2025 Budget

- WHEREAS** the governing body adopted the fiscal year 2025 budget by Ordinance Number 625 on July 30th, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and
- WHEREAS** the Town of Ashland City needs to replace a 2021 Ford Police Interceptor SUV, vehicle 816, VIN 1FM5K8AB3MGB72272. The vehicle was involved in a collision on March 13th, 2025, resulting in a total loss. As such, the Mayor and Council wish to amend the 2025 budget for the purchase of a 2025 Ford of the same make and model with monies from fund balance. The result is an increase in expenditures and a decrease in fund balance. Insurance recovery revenue is \$27,089.72. The result is an increase in revenue.

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2025 budget.

Fund Name: General				
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
42100-900	Capital Outlay	\$332,000.00	\$45,372.00	\$377,372.00
110-36350	Insurance Recoveries	\$0.00	\$27,089.72	\$27,089.72

SECTION 2. Now, therefore, be it resolved that this ordinance shall take effect 20 days upon final passage.

Voting Yay _____

Voting Nay _____

Signed _____

Printed Name _____, Mayor

Signed _____

Printed Name _____, City Recorder

Date of First Reading: _____

Date of Second Reading: _____

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Town of Ashland City, a municipal corporation (hereinafter referred to as "Town") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The Town will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition, Town response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District as such is designated in Exhibit A.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cunniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B attached hereto, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
TOTAL		\$200,000.00

8. It is expressly understood that the Town has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.

10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State

of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional term provided, however, the parties will negotiate any increase in the fees paid to the Town.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Town Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF ASHLAND CITY

CHEATHAM COUNTY

Gerald Greer, Mayor

Kerry McCarver, County Mayor

Exhibit A

Map of Fire Department Service Areas

Exhibit B

Service Fee

ASHLAND CITY FIRE DEPARTMENT

1. **Service Fee from County to Ashland City for Fire & Rescue Service**

Period	Service Fee
July 1, 2025 – June 30, 2026	\$247,677.79
July 1, 2026 – June 30, 2027	\$255,108.12
July 1, 2027 – June 30, 2028	\$262,761.36
July 1, 2028 – June 30, 2029	\$270,644.20

The above reflects a 3.0% Annual Increase

2. **Annual Distribution from the County Fire Chief to Ashland City**

July 1, 2025 – June 30, 2026 \$ 55,000.00

July 1, 2026 – June 30, 2027 \$ 55,000.00

July 1, 2027 – June 30, 2028 \$ 55,000.00

July 1, 2028 – June 30, 2029 \$ 55,000.00

3. **Payment Due Dates**

50% payable on or before January 15 of each year of the contract
50% payable on or before March 15 of each year of the contract

4. **Late Fee Penalty**

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Ashland City Staffing Reimbursement

Station(s) to be staffed: 2857 Petway Road, Ashland City, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

<u>Period</u>		<u>Maximum Reimbursement</u>
July 1, 2025 – June 30, 2026		\$167,200.00
July 1, 2026 – June 30, 2027		\$189,430.00
July 1, 2027 – June 30, 2028		\$211,660.00
July 1, 2028 – June 30, 2029		\$233,890.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions to reduce response times in the Ashland City Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at either the Petway Road Station or the Town's fire station located at 200 Marrowbone Lane, Ashland City, Tennessee ("Fire Station 2") as determined by Town to best reduce response times in the Ashland City Rural Fire District with the understanding that the employees will be utilized at the best location based on calls, training and emergency situations that may arise. However, a sufficient number of employees to respond to calls will be stationed at the Petway Road Station for a minimum number of shifts each week alternating as follows: three (3) shifts in one week and two (2) shift the next week. For the avoidance of doubt, the parties agree that this means the minimum number of shifts at the Petway Station will alternate between three (3) shifts and two (2) shifts on a weekly basis. The Chief Officer of the Ashland City Fire Department may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The town may employee such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide coverage in twelve-hour shifts Monday through Sunday and the Town will have the discretion to determine the beginning and end of the coverage period to provide the most effective coverage.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social

Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

Bronze Service Agreement



This Agreement is effective for 60 months starting May 01, 2025. To ensure continuous service, this Agreement will be automatically renewed for successive 60 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 -month period or at least 90-Days before the end of any subsequent 60 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Bronze Services provided pursuant to this Agreement shall be \$90.00 per month, inclusive of all applicable sales and use taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan				Contract Term			
	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$3.6		Seven (7)	2%	\$1.8	
Semi Annual	2%	\$1.8		Ten (10)	4%	\$3.6	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$7.2	

We reserve the right to annually increase all charges under this Agreement five percent

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...011emmett-allv-iffif JC

Payment

Payments are due 30 days from the date marked on each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately

Bronze Service Agreement



assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to defend, indemnify and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) associated with any components excluded in this Agreement or (2) associated with any liability or loss, in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time, commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy. Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and/or shall not be or result in any release from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and not subject to any other insurance.

Bronze Service Agreement



~~TK Elevator shall not be liable for any damages or costs out of this Agreement exceed the amount of \$10,000.00.~~
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You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Bronze Service Agreement

TIC:

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

ASHLAND CITY FIRE DEPARTMENT
(Purchaser)

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

Gerald C. Greer

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Colin Hill
General Manager

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

1717 Elm Hill Pike Suite A1
Nashville, TN 37210

Thank you for choosing TK Elevator. We appreciate your business.

Abigail Sweat

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons. any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MAINTENANCE, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible!

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RECURRING SERVICE AGREEMENT

 1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net
INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City- City Hall		Name Town of Ashland City	
Street: 405 N. Main Street		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input checked="" type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1286.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2006	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company	Customer		
Submitted by: Sandi Scott	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*:	Title		
Authorized	Date		
SWC Representative			



RECURRING SERVICE AGREEMENT

1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net

INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City- City Hall		Panel Type: VS1-GD HW-AV-LTE-M	
Street: 405 N. Main Street		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street:		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4211 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System.

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days of the date due; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357

RECURRING SERVICE AGREEMENT

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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City-Fire Station 1		Name Town of Ashland City	
Street: 402 N. Main Street		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1573.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2293	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company	Customer		
Submitted by: Sandi Scott	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*:	Title		
Authorized	Date		
SWC Representative			



RECURRING SERVICE AGREEMENT

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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City-Fire Station 1		Panel Type: 4010 ES w/HWALTEM	
Street: 402 N. Main Street		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street: Washington Street		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4531 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System.

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days after the date of billing; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357

RECURRING SERVICE AGREEMENT

 1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net
INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City-Fire Station 2		Name Town of Ashland City	
Street: 200 Marrowbone Lane		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1467.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2187	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company		Customer	
Submitted by: Sandi Scott		Customer Signature	
South Western Communications (SWC)		Customer Name (PRINT)	
Approved By*:		Title	
Authorized		Date	
SWC Representative			



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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City-Fire Station 2		Panel Type: SK 6700 w/HW-AV-LTE-M-2	
Street: 200 Marrowbone Lane		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street: Hwy 12 South		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4531 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

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10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days of the date due; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357



**Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2023**



Acknowledgement of employer rate effective July 1, 2024 through June 30, 2025

Department Code: 0080800

Department Name: ASHLAND CITY TOWN OF

- ☐ I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at:
<https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- ☐ The Minimum Employer rate: 7.14%
☐ Optional: We choose to pay a higher contribution of: _____

Employer Signature _____ Title _____

Date _____ Phone _____ Email _____

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for **all** department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2024 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov
By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243

Ashland City – Hazardous Duty Provision Cost

Current ADC: 7.14%

Lump Sum:

\$205,673 and ADC increase of 0.34%

1 Year Amortization

12.23% ADC increase

10 Year Amortization

1.91% ADC increase



Medical Renewal Effective July 1, 2025 - June 30, 2026

Carrier		Renewal - Option 1			Renewal - Option 2		
Network		Blue Network S			Blue Network P		
Plan Type		HDHP - HRA			HDHP - HRA		
Deductible -Individual		\$5,500			\$5,500		
-Family		\$11,000			\$11,000		
Coinsurance		50%			50%		
Out of Pocket -Individual		\$6,400			\$6,400		
-Family		\$12,800			\$12,800		
HRA Description		Member Pays First \$1,600 Individual / \$3,200 Family HRA Pays 100% of Remaining Deductible / Out of Pocket		Member Pays First \$1,650 Individual / \$3,300 Family HRA Pays 100% of Remaining Deductible / Out of Pocket	Member Pays First \$1,600 Individual / \$3,200 Family HRA Pays 100% of Remaining Deductible / Out of Pocket		Member Pays First \$1,650 Individual / \$3,300 Family HRA Pays 100% of Remaining Deductible / Out of Pocket
HRA Allocation		\$4,800 / \$9,600		\$4,750 / \$9,500	\$4,800 / \$9,600		\$4,750 / \$9,500
HSA Contribution Amount		\$1,000			\$1,000		
Office Visit		Deductible / Coinsurance			Deductible / Coinsurance		
Telehealth Visit		Deductible / Coinsurance			Deductible / Coinsurance		
Emergency Room		Deductible / Coinsurance			Deductible / Coinsurance		
Inpatient Hospital		Deductible / Coinsurance			Deductible / Coinsurance		
Prescription Drugs		Deductible / Coinsurance			Deductible / Coinsurance		
Annual Wellness		100% Covered by BCBST			100% Covered by BCBST		
Coverage Level		Current-1		Renewal-1	Current-2		Renewal-2
Employee Only	23	\$462.68		\$457.13	22	\$530.07	\$519.94
Employee + Spouse	3	\$971.63		\$959.99	5	\$1,113.15	\$1,091.89
Employee + Child(ren)	0	\$846.70		\$836.55	8	\$970.03	\$951.50
Employee + Family	1	\$1,404.22		\$1,387.40	9	\$1,608.77	\$1,578.03
Employer Monthly Premium		\$13,590.28		\$13,410.89	\$28,772.41		\$28,018.35
Employer Annual Premium		\$163,083.36		\$160,930.68	\$345,268.92		\$336,220.20
HSA Contributions		\$27,000.00		\$27,000.00	\$44,000.00		\$44,000.00
Maximum HRA Exposure		\$148,800.00		\$147,250.00	\$316,800.00		\$313,500.00
Projected HRA Exposure (30%)		\$44,640.00		\$44,175.00	\$95,040.00		\$94,050.00
Annual HRA Administration Fee		\$1,296.00		\$1,296.00	\$2,112.00		\$2,112.00
		Total Current Projected Annual Employer Cost			Total Renewal Projected Annual Employer Cost		
		\$722,440.28			\$709,783.88		
Percent Change		-1.75%					

NO CHANGE TO EMPLOYEE DEDUCTIONS

Bi-Weekly Payroll Deductions	Current-1	Renewal-1	Current-2	Renewal-2
Employee Only	\$0.00	\$0.00	\$17.80	\$17.80
Employee + Spouse	\$130.42	\$130.42	\$167.78	\$167.78
Employee + Child(ren)	\$98.40	\$98.40	\$130.97	\$130.97
Employee + Family	\$241.26	\$241.26	\$295.27	\$295.27



Benefits, inc.

JACK B. TURNER
 & ASSOCIATES, INC.
 Insurance / Financial Services

Life and Disability Benefits Effective July 1, 2025

Group Term Life / AD&D	Lincoln	Mutual of Omaha	Mutual of Omaha Enhanced
Benefit	\$15,000	\$15,000	\$25,000
Volume	\$1,164,000	\$1,164,000	\$1,915,000
Rate Per \$1,000 Life	\$0.319	\$0.270	\$0.190
Rate Per \$1,000 AD&D	\$0.040	\$0.040	\$0.030
Total Monthly Premium	\$417.88	\$360.84	\$421.30
Total Annual Premium	\$5,014.51	\$4,330.08	\$5,055.60

Voluntary Short Term Disability	Lincoln	Mutual of Omaha
Benefit	70% of Predisability Earnings	66.7% of Predisability Earnings
Elimination Period	14 Day Accident / Sickness	14 Day Accident / Sickness
Benefit Duration	11 Weeks	11 Weeks
Weekly Maximum	\$500	\$1,000
Volume	\$10,800	\$15,964
Rate Per \$10 Benefit	Age Banded	\$0.41
Total Monthly Premium	\$576.10	\$654.52
Total Annual Premium	\$6,913.20	\$7,854.29

Group Long Term Disability	Lincoln	Mutual of Omaha
Benefit	60% of Predisability Earnings	60% of Predisability Earnings
Elimination Period	90 Days	90 Days
Benefit Duration	To SSNRA	To SSNRA
Monthly Maximum Benefit	\$4,000	\$5,000
Volume	\$326,405	\$344,373
Rate Per \$100 Benefit	\$0.589	\$0.360
Total Monthly Premium	\$1,922.53	\$1,239.74
Total Annual Premium	\$23,070.31	\$14,876.91

Voluntary Life - AD&D	Age Banded	Matched Current Rates
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Total Monthly Premium (Group Life/AD&D)	\$2,340.40	\$1,600.58	\$1,661.04
Total Annual Premium (Group Life/AD&D)	\$28,084.82	\$19,206.99	\$19,932.51
Annual Savings		\$8,877.82	\$8,152.30
		Town of Ashland City paying for Group Life (\$15k) and LTD	Town of Ashland City paying for Group Life (\$25k) and LTD

RESOLUTION 2025-22
A RESOLUTION OF THE TOWN OF ASHLAND CITY
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION

WHEREAS, the Town of Ashland City is committed to delivering clean drinking water to its customers; and

WHEREAS, the Town of Ashland City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, STAG LIUZZA, L.L.C. have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS, the Town of Ashland City has determined it to be in the Town’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in the AFFF Product Liability Litigation; and

WHEREAS, the Town desires to authorize the execution of the as Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED by the Town of Ashland City that the Mayor is hereby authorized to execute the Legal Services’ Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

Mayor Gerald Greer

Mary Molepske
City Recorder

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **Town of Ashland City** (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont, 3M, BASF, and Tyco settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, BASF, and Tyco. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not

be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to

maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**GERALD GREER, MAYOR
TOWN OF ASHLAND CITY**

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Town of Ashland City
Attn: Jamie Winslett
Ashland City, TN 37015

Engagement Terms and Conditions

These General Terms & Conditions of Service (this "**Agreement**") apply to all purchases of services (the "Services") from Mauldin & Jenkins, LLC. These terms may refer to the customer as "you" or the "Town." This Agreement may refer to Mauldin & Jenkins, LLC as the "Firm" or the Town as a "Party," or collectively as the "Parties."

By purchasing any Services from Mauldin & Jenkins, LLC, you agree to be bound by this Agreement, which forms a binding agreement between you and Mauldin & Jenkins, LLC.

1. Applicability.

- (a) These terms and the accompanying Statement of Work and the Town's acceptance of the Statement of Work ("Statement of Work") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Agreement and the Statement of Work, this Agreement shall govern, unless the Statement of Work expressly states that the terms and conditions of the Statement of Work will control.
- (b) This Agreement prevails over any of the Town's general terms and conditions of purchase regardless of whether or when the Town has submitted such terms. Fulfillment of the Town's purchase does not constitute acceptance of any of the Town's terms and conditions and does not serve to modify or amend this Agreement.
- (c) Mauldin & Jenkins, LLC may change this Agreement from time to time. By ordering any Services after the Firm submits any such changes to the Town and the Town accepts the Agreement as modified.

- 2. **Services.** Mauldin & Jenkins, LLC shall provide to the Town certain outsourced bookkeeping, consulting and/or advisory services (the "Services") as described in the Statement of Work in accordance with this Agreement. Additional Statement of Works and/or proposals shall be deemed issued and accepted only if signed or confirmed in writing by the Firm. Although the Firm advisors assigned may or may not be a licensed certified public accountant ("CPA"), the Town acknowledges and agrees that the Services to be rendered do not and will not involve financial audit, review, compilation, assurance, or attestation services. Any and all employees or subcontractors of the Firm will serve solely as business consultants to the Town and the Services rendered will be limited to business consultation. Accordingly, the Services provided are not subject to any CPA professional standards or Federal or State laws governing CPA services. The Town assumes responsibility for providing accurate information to the Firm. The Town acknowledges that the Firm is acting in an advisory capacity and all decisions and actions are at the sole discretion of the Town.

We may, from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be

asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

3. ***Town Obligations.*** the Town shall:

- (a) Respond promptly to any reasonable requests from the Firm for instructions, information or approvals required by the Firm to provide the Services.
- (b) Cooperate with the Firm in its performance of the Services and provide access to the Town's premises, employees and equipment as required to enable the Firm to provide the Services.
- (c) Take all steps necessary, including obtaining any required licenses or consents, to prevent Town-caused delays in the Firm's provision of the Services.
- (d) Provide accurate information to the Firm.
- (e) Determine the selection of accounting principles of the financial statements.
- (f) Be responsible for the design, implementation, and maintenance of internal control relevant to the system generated presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- (g) Be responsible for the prevention and detection of fraud.
- (h) Ensure compliance with the laws and regulations applicable to its activities.
- (i) Ensure the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide that the system uses to generate financial statements.
- (j) Provide documentation and other related information that is relevant to the financial statements, and additional information that may be requested for the purpose of the system generated financial statements.

You acknowledge you will not utilize Mauldin & Jenkins, LLC to store your documents, data, or records on your behalf in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. the Town is solely responsible for maintaining its own data and records.

4. ***Other Relevant Information***

- (a) We are not engaged to prepare monthly financial statements in accordance with or subject to any CPA professional standards or Federal or State laws governing CPA services.
- (b) The financial statements will be produced by your software.
- (c) We are not required to verify the accuracy or completeness of the information from your software that will generate your financial statements.
- (d) Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements. Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Town or noncompliance with laws and regulations.

5. *Term, Termination and Survival.*

- (a) This Agreement shall commence as of the effective date as identified in the Statement of Work and shall continue thereafter for the duration of the Services, unless sooner terminated pursuant to Section 5(b).
- (b) Either Party may terminate this Agreement, with or without cause, and for any reason or for no reason on 30 days written notice, effective upon receipt or future date specified therein.
- (c) The rights and obligations of the parties set forth in this Section 3, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. *Fees and Expenses.*

- (a) In consideration of the provision of the Services by the Firm and the rights granted to the Town under this Agreement, the Town shall pay the fees set out in the Firm's Statement of Work or applicable fee schedule. Payment to the Firm of such fees and the reimbursement of expenses pursuant to this Section 6 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work or fee schedule, said fee will be payable upon the Town's receipt of an invoice from the Firm.
- (b) The Town shall reimburse the Firm for all reasonable expenses incurred in accordance with the Statement of Work upon receipt by the Town of an invoice from the Firm accompanied by receipts and reasonable supporting documentation.
- (c) The Town shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the Town hereunder; provided, that, in no event shall the Town pay or be responsible for any taxes imposed on, or with respect to, the Firm's income, revenues, gross receipts, personnel or real or personal property or other assets.
- (d) The Town agrees to notify the Firm in writing or by email within five (5) days of receiving an invoice if the Town disputes any expense or fee entry on invoices. In the absence of any such written objections within five (5) days, the Town will be deemed to have accepted and acknowledged the invoice as correct.
- (e) Except for invoiced payments that the Town has successfully disputed, all late payments shall bear interest at the rate of 1.5% per month, being an annual percentage rate of 18%, or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Town shall also reimburse the Firm for all reasonable costs incurred in collecting any late payments, including, without limitation to, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which the Firm does not waive by the exercise of any rights hereunder), the Firm shall be entitled to suspend the provision of any Services if the Town fails to pay any undisputed fees when due hereunder and such failure continues for 10 days following written notice thereof.

7. *Limited Warranty and Limitation of Liability.*

- (a) The Firm warrants that it shall perform the Services:
 - i. In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
 - ii. Using personnel of commercially reasonable skill, experience, and qualifications.
 - iii. In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

(b) The Town's sole and exclusive remedy for breach of this warranty shall be as follows:

- i. The Firm shall use reasonable commercial efforts to promptly cure any such breach; provided, that if the Firm cannot cure such breach within a reasonable time (but no more than 30 days) after the Town's written notice of such breach, the Town may, at its option, terminate the Agreement by serving written notice of termination.

(c) The Firm makes no warranties except for that provided in Section 7(a), above. All other warranties, express and implied, are expressly disclaimed.

8. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to the Town under this Agreement or prepared by or on behalf of the Firm in the course of performing the Services identified as such in the Statement of Work (collectively, the "Deliverables") except for any confidential information of the Town or the Town materials shall be owned by the Firm. The Firm hereby grants the Town a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Town to make reasonable use of the Deliverables and the Services. The Firm may revoke this license if the Town fails to pay any fees due to the Firm for Services pursuant to Section 6 of this Agreement.

Likewise, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to the Firm under this Agreement, except for any confidential information of the Firm or the Firm materials shall be owned by the Town. The Town hereby grants the Firm a license to use all Intellectual Property Rights of intellectual property free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Firm to make reasonable use of the information. The Town may revoke this license if the Firm fails to perform pursuant to Statement of Work #1 and any subsequent Statement of Works.

9. **Limitation of Liability.** In no event shall the Firm be liable to the Town or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not the Town has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the Firm's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to the firm pursuant to this agreement and the applicable statement of work.

10. **Entire Agreement.** This Agreement, including and together with any related Statement of Work(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “Notice”, and with the correlative meaning “Notify”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to the Town:

JWinslett@ashlandcitytn.gov

Attention: Jamie Winslett

Notice to Firm:

jbence@mjcpa.com

Attention: James Bence

12. **Severability; Including.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The term “including” means “including but not limited to.”

13. **Modification and Waiver.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Assignment.** The Town shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Firm. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Town of any of its obligations under this Agreement. The Firm may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of the Firm’s assets without the Town's consent.

15. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

16. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. **Governing Law; Submission to Jurisdiction.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Tennessee, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. All disputes arising out of or in connection with this Agreement will be brought in the courts of Hamilton County, Tennessee or the U.S. District Court for the Eastern District of Tennessee, and the parties consent to the jurisdiction of such courts.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 10, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Firm shall not be liable or responsible to the Town, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Firm including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Town of Ashland City

Signature

Date

Mauldin & Jenkins, LLC



Signature

James Bence

Partner

April 10, 2025

Date

Statement of Work #1 – Town of Ashland City

This letter is to confirm our understanding of the objectives and deliverables of this engagement as well as the nature and limitations of the services to be provided.

Engagement Services

Project 1 – Monthly Comptroller Support Services

Mauldin & Jenkins will deliver its *CFO Advisory Program* providing strategic and tactical financial and accounting advice and guidance to augment existing financial capabilities.

Objective 1 - CFO Advisory Services to be provided include:

- a) Analyze historical financial trends and operating metrics.
- b) Ensure account reconciliations are detailed and current, work with accounting team to ensure month end close procedures are followed and balances are accurate. Work with the accounting team to provide ongoing support.
- c) Create an Excel financial model to become the foundation of reporting and analysis.
- d) Utilize financial model to create company budget and forward-looking forecast.
- e) Develop a “Financial Overview Package” of trends, comparisons, projections, graphs, dashboards, and analyses.
- f) Facilitate monthly CFO Advisory meetings to review and discuss the business implications derived from the “Financial Overview Package”.
- g) Provide strategic financial advice and guidance on business priorities, opportunities, potential acquisitions, and capital raises.
- h) Facilitate relationships with banking, tax, and financing partners as desired.

Objective 2 – Budget Review Support:

- a) Analyze historical financial trends and operating metrics in order to determine any currently needed budget amendments for the fiscal year ending June 30, 2025.
- b) Provide support and additional analysis of the proposed June 30, 2026 budgets.
- c) Review budget reporting included within Tyler budget module and providing recommendations and support as needed by management.

This *CFO Advisory Program* will be delivered for a monthly advisory fee of \$5,500 - \$6,500, for a minimum six (6) month period, continuing month to month thereafter.

Additional projects outside of the scope outlined above, which may include but not be limited to, assisting with future audits may be provided as requested, with scope and fees agreed upon in separate Statement of Work.

This Engagement will be effective from April 15, 2025, until terminated per Section 5(b). of the General Terms and Conditions.

Acknowledged:

Signature

Date

ORDINANCE 625

**AN ORDINANCE OF THE
TOWN OF ASHLAND CITY, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ASHLAND CITY, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		
	Actual FY 2023	Actual FY 2024	Budget FY 2025
Revenues			
Local Taxes	\$ 8,390,818	\$ 6,245,725	\$ 6,877,881
Licenses And Permits	98,900	106,025	126,300
Intergovernmental	932,123	761,500	6,188,634
Charges For Services	37,489	1,818,725	567,200
Fines And Forfeitures	46,133	297,625	312,850
Other	1,211,233	618,050	661,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Sale of Capital Assets	-	-	-
Transfers In - from other funds	-	-	-
Transfers In - from other funds (PILOT)	-	-	-
Total Revenues and Other Financing Sources	\$ 10,716,696	\$ 9,847,650	\$ 14,733,865
Appropriations			
Expenditures			
General Government	\$ 732,127	\$ 751,550	\$ 1,201,487
City Court	481,626	275,925	332,200
Codes	246,858	297,350	421,750
Public Safety	3,450,865	3,492,150	5,233,829
Streets	699,439	716,575	991,765
Thrive 55+	422,901	523,300	668,175
Parks & Recreation	487,239	770,225	2,262,010
Information Technology	281,413	266,450	476,525
Debt Service - Principal and Interest	69,936	113,275	384,886
Capital Outlay	1,048,628	2,013,120	1,509,300
Other Financing Uses			
Transfers Out - to other funds			
Prior Period Adjustment	822,703	-	-
Total Appropriations	\$ 8,743,735	\$ 9,219,920	\$ 13,481,927
Change in Fund Balance (Revenues - Appropriations)	1,972,961	627,730	1,251,938
Beginning Fund Balance July 1	10,674,922	12,647,883	13,275,613
Ending Fund Balance June 30	\$ 12,647,883	\$ 13,275,613	\$ 14,527,551
Ending Fund Balance as a % of Total Appropriations	144.7%	144.0%	107.8%

STATE STREET AID FUND		Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues				
State Gas and Motor Fuel Taxes		\$ 195,866	\$ 192,318	\$ 206,875
Gas Tax Increase		-	-	-
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 195,866	\$ 192,318	\$ 206,875
Appropriations				
Public Works Department		\$ 13	\$ 461,592	\$ 200,000
Debt Service - Principal and Interest		-	-	-
Total Appropriations		\$ 13	\$ 461,592	\$ 200,000
Change in Fund Balance (Revenues - Appropriations)		195,853	(269,274)	6,875
Beginning Fund Balance July 1		512,825	708,678	439,404
Ending Fund Balance June 30		\$ 708,678	\$ 439,404	\$ 446,279
Ending Fund Balance as a % of Total Appropriations		5451369.2%	95.2%	223.1%

DRUG FUND		Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Revenues				
Fines And Forfeitures		\$ 10,186	\$ 4,094	\$ 4,800
Other		39	61	70
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 10,225	\$ 4,155	\$ 4,870
Appropriations				
Drug Enforcement		\$ 29,045	\$ 3,533	\$ -
Debt Service		-	-	-
Total Appropriations		\$ 29,045	\$ 3,533	\$ -
Change in Fund Balance (Revenues - Appropriations)		(18,820)	622	4,870
Beginning Fund Balance July 1		72,667	53,847	54,469
Ending Fund Balance June 30		\$ 53,847	\$ 54,469	\$ 59,339
Ending Fund Balance as a % of Appropriations		185.4%	1541.7%	

WATER and SEWER FUND	Actual FY 2023	Estimated Actual FY 2024	Budget FY 2025
Operating Revenues			
Water/Sewer Sales	\$ 2,232,272	\$ 2,604,600	\$ 2,750,000
Sewer Fees	1,630,273	1,911,650	2,030,100
Tap Fees		152,300	500,000
Miscellaneous Other Fees	302,226	217,950	93,500
Total Operating Revenues	\$ 4,164,771	\$ 4,886,500	\$ 5,373,600
Operating Expenses			
Administrative	\$ 1,017,089	\$ 1,073,550	\$ 1,433,220
Operating Expenses	1,128,406	942,400	1,050,635
Insurance	63,902	71,950	90,875
Other	-	-	1,070,950
Depreciation	490,750	550,000	550,000
Total Operating Expenses	\$ 2,700,147	\$ 2,637,900	\$ 4,195,680
Operating Income (Loss)	\$ 1,464,624	\$ 2,248,600	\$ 1,177,920
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ 248,077	\$ 381,300	\$ 444,900
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(85,310)	(114,300)	(399,475)
Other Expense		(20,575)	(20,000)
Total Nonoperating Revenue (Expenses)	\$ 162,767	\$ 246,425	\$ 25,425
Income (Loss) Before Capital Contributions and Transfers	\$ 1,627,391	\$ 2,495,025	\$ 1,203,345
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 316,750	\$ -	
Capital Contributions - Grants	-	591,050	6,425,100
Capital Contributions - Other		-	
Transfers In - from Other Funds	-	-	
Transfers Out - to Other Funds (PILOT)			
Total Capital Contributions and Transfers	\$ 316,750	\$ 591,050	\$ 6,425,100
Change in Net Position	\$ 1,944,141	\$ 3,086,075	\$ 7,628,445
Beginning Net Position July 1	18,854,340	20,798,481	23,884,556
Ending Net Position June 30	\$ 20,798,481	\$ 23,884,556	\$ 31,513,001

Statutory Change in Net Position Reconciliation:

Change in Net Position	\$ 1,944,141	\$ 3,086,075	\$ 7,628,445
Subtract:			
Capital Contributions - Tap Fees in Excess of Cost	\$ 316,750	\$ -	\$ -
Capital Contributions - Grants	-	591,050	6,425,100
Capital Contributions - Other	-	-	-
Grants - Operating	-	-	-
Transfers In - from Other Funds	-	-	-
Total amount subtracted for statutory change	\$ 316,750	\$ 591,050	\$ 6,425,100
Statutory Change in Net Position*	\$ 1,627,391	\$ 2,495,025	\$ 1,203,345

* Note: A statutory negative Change in Net Position for two consecutive years will result in the local government's referral to the Water and Wastewater Financing Board.

Debt Service to be Paid Out of Water Fund

Debt Management				
Acct #	Revenue Bond Principal Paid	\$ 105,000	\$ 105,000	\$ 660,705
Acct #	Revenue Bond Interest Paid	76,263	114,095	399,475
Acct #	Revenue & Tax Bond Principal Paid	-	-	-
Acct #	Revenue & Tax Bond Interest Paid	-	-	-
Acct #	Loan Agreement Principal Paid	-	-	-
Acct #	Loan Agreement Interest Paid	-	-	-
Acct #	Note Principal Paid	-	-	-
Acct #	Note Interest Paid	-	-	-
[enter additional debt principal]		-	-	-
[enter additional debt interest]		-	-	-
Total Annual Debt Service Payments	Annual Debt Service Payments	\$ 181,263	\$ 219,095	\$ 1,060,180

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2025
General Fund	\$ 13,275,613
State Street Street Aid Fund	439,404
	-
Drug Fund	54,469
Water & Sewer Fund	23,884,556

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2024	FY2025 Principal Payment	FY2025 Interest Payment
Bonds -				
USDA RUS Loan - Fire Truck 2020 2.125%	\$ 896,500.00	\$ 813,471.00	\$ 56,736.00	\$ 13,200.00
Fire Hall -Public Building Authority of Clarksville Bond Series 2022 1.35%	\$ 5,560,000.00	\$ -	\$ -	\$ -
City Hall -Public Building Authority of Clarksville Bond Series 2022 2.08%	\$ 5,300,000.00	\$ 1,536,710.49	\$ -	\$ 50,000.00
City Hall Cost Overrun - Public Building Authority of Clarksville Bond Series	\$ 4,460,000.00	\$ -	\$ -	\$ -
Water and Sewer Revenue and Tax Bonds Series 2012A .55-3.5%	\$ 2,770,000.00	\$ 1,650,000.00	\$ 105,000.00	\$ 50,463.00
Sewer Treatment Plant Loan, Bond Series 2021 1.690%	\$ 16,599,000.00	\$ -	\$ -	\$ -
Loan Agreements				
Fire Hall Construction - USDA 1.2%	\$ 5,560,000.00	\$ 5,560,000.00	\$ 87,181.00	\$ 125,100.00
Fire Hall Cost Overrun - USDA 3.25%	\$ 1,225,000.00	\$ 1,225,000.00	\$ 12,083.00	\$ 31,350.00
City Hall Construction - USDA 1.93%	\$ 5,300,000.00	\$ -	\$ -	\$ -
City Hall Cost Overrun - USDA 3.75%	\$ 4,460,000.00	\$ -	\$ -	\$ -
Sewer Treatment Plant Loan - USDA 1.5%	\$ 16,599,000.00	\$ 16,599,000.00	\$ 554,905.00	\$ 248,985.00
Sewer Treatment Plant Cost Overrun Loan - USDA3%	\$ 5,000,000.00	\$ -	\$ -	\$ -
Sewer Treatment Plant Cost Overrun Loan - USDA 3%	\$ 5,639,000.00	\$ -	\$ -	\$ -

SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction of New Sewer Treatment Plant	\$ 36,293,000.00	\$ 3,420,000.00	\$ 27,873,000.00
Construction of New City Hall	\$ 9,760,000.00	\$ 750,000.00	\$ 9,760,000.00
Purchase of Water Tank	\$ 3,000,000.00	\$ 3,000,000.00	
Purchase of Police Vehicles & Equipment	\$ 332,000.00	\$ 332,000.00	
Purchase of Public Works Brush Truck	\$ 250,000.00	\$ 250,000.00	
Purchase of Fire One Ton Truck	\$ 106,000.00	\$ 106,000.00	
Purchase of Tornado Sirens (2)	\$ 80,000.00	\$ 80,000.00	
Purchase of Thrive 55+ flooring, doors, paint	\$ 57,000.00	\$ 57,000.00	
Purchase of Codes Expedition	\$ 55,000.00	\$ 55,000.00	
Purchase of Public Works Lawnmower	\$ 14,000.00	\$ 14,000.00	
Purchase of Public Works Side by Side	\$ 8,500.00	\$ 8,500.00	
Purchase of Parks Truck	\$ 45,000.00	\$ 45,000.00	
Purchase of Parks Toro Sand Pro	\$ 24,000.00	\$ 24,000.00	
Purchase of Parks Cameras	\$ 20,000.00	\$ 20,000.00	
Purchase of Fire Battery Operating Extrication Tool	\$ 14,000.00	\$ 14,000.00	
Purchase of Parks AED Machines	\$ 6,500.00	\$ 6,500.00	

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Construction of Sports Complex	\$ 30,000,000.00	\$ 750,000.00	\$ 29,250,000.00
Construction of New Recreation Center	\$ 5,000,000.00		\$ 5,000,000.00
Construction of New Senior Center	\$ 5,000,000.00		\$ 5,000,000.00
Construction of New Firing Range	\$ 1,000,000.00		\$ 1,000,000.00

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: The Financial Director is hereby granted the authority to transfer monies from one appropriation to another in the same fund, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.3648 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.


SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2024, the public welfare requiring it.


Passed 1st Reading: July 9, 2024

Passed 2nd Reading: July 30, 2024



Mayor

ATTESTED:



City Recorder



Town of Ashland City, TN

For Fiscal: 2023-2024 Period Ending: 06/30/2024

ITEM # 14.

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	Defined Budgets	
							2024-2025 24-25 Prelim	
STATE SALES TAX	533,100.00	592,909.59	576,423.00	493,236.53	623,160.00	635,846.69	644,000.00	
TELECOM SALES CITY	1,000.00	1,957.57	1,500.00	1,913.70	2,200.00	1,766.17	2,000.00	
STATE BEER TAX	2,700.00	2,372.07	2,450.00	2,371.21	2,400.00	2,282.54	2,400.00	
STATE ALCOHOLIC BEVERAGE T	15,000.00	26,109.05	20,000.00	17,121.84	35,000.00	35,479.70	35,000.00	
STATE-CITY STREETS AND TRAN	10,500.00	9,590.53	9,525.00	9,514.15	10,000.00	9,508.97	9,550.00	
GROSS RECEIPTS - TVA	62,800.00	53,917.48	54,550.00	62,436.80	62,325.00	63,640.64	63,625.00	
CORPORATE EXCISE TAX	10,000.00	13,508.37	13,500.00	14,368.87	17,500.00	37,666.67	37,700.00	
SPORTS BETTING REVENUE	5,300.00	5,221.62	7,800.00	8,469.61	8,000.00	9,640.69	9,200.00	
SPECIAL POLICE SERVICE	1,000.00	21,894.49	15,000.00	19,801.11	20,000.00	13,539.60	18,500.00	
MUSIC ON MAIN	5,000.00	4,450.00	5,000.00	3,350.00	5,000.00	5,230.00	5,200.00	
PARKS ADVISORY BOARD	2,000.00	0.00	2,000.00	0.00	2,000.00	1,400.00	2,000.00	
Thrive 55+ Lunch (Other Cente	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00	
ELECTRONIC CITATIONS	2,000.00	8,440.75	2,500.00	3,068.75	10,000.00	3,879.75	5,000.00	
TRAFFIC SCHOOL FEES	10,000.00	16,350.00	10,000.00	24,419.76	22,000.00	15,050.00	17,850.00	
CITY COURT FINES AND COSTS	300,000.00	401,438.21	350,000.00	46,132.77	450,000.00	1,415.81	290,000.00	
OTHER REVENUES	50,000.00	219,406.15	50,000.00	241,412.71	1,425,000.00	62,355.99	50,000.00	
INTEREST EARNINGS	50,000.00	20,463.07	10,000.00	445,226.79	600,000.00	677,935.78	661,000.00	
Thrive 55+ Revenue (RENT)	0.00	12,978.51	10,000.00	93,453.38	97,850.00	69,653.13	60,000.00	
INSURANCE RECOVERIES	0.00	13,565.73	0.00	630.90	0.00	0.00		
SUMMERFEST	20,000.00	21,275.33	18,000.00	35,277.30	20,000.00	43,031.50	35,000.00	
PARK REVENUE	1,000.00	4,275.00	2,500.00	8,950.00	8,000.00	5,190.00	6,000.00	
FARMERS MARKET	1,000.00	500.00	650.00	1,025.00	500.00	2,995.00	2,500.00	
CONTRI AND DONATIONS FIRE	364,200.00	419,471.44	300,000.00	371,965.34	370,000.00	408,446.44	370,000.00	
OTHER REVENUE SOURCE	10,000,000.00	467,726.75	0.00	0.00	0.00	1,214,529.00		
Revenue Total:	18,580,345.00	9,416,413.93	9,747,665.00	10,704,982.03	13,249,084.00	9,937,643.18	14,733,865.00	

Expense

Department: 41210 - CITY COURT

110-41210-110	SALARIES	202,950.00	191,778.38	206,575.00	156,776.60	189,325.00	175,642.37	198,525.00
110-41210-112	SALARIES-OVERTIME	1,200.00	4.26	1,200.00	1,370.95	4,000.00	1,440.00	2,000.00
110-41210-132	BONUS PAY	4,175.00	4,170.00	1,527.00	1,527.00	2,600.00	2,600.00	2,900.00
110-41210-141	OASI (EMPLOYER'S SHARE)	16,675.00	14,597.54	16,850.00	12,684.02	15,150.00	13,796.47	16,525.00

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
110-41210-142							
HOSPITAL AND HEALTH INSURA	26,100.00	11,089.45	26,100.00	18,821.43	28,500.00	18,235.75	31,500.00
110-41210-143							
RETIREMENT - CURRENT	10,525.00	9,429.94	10,600.00	9,148.77	10,725.00	10,633.67	13,650.00
110-41210-146							
WORKMEN'S COMPENSATION	400.00	49.33	250.00	75.21	180.00	179.54	225.00
110-41210-148							
EDUCATION AND TRAINING	2,500.00	100.00	2,500.00	700.00	3,300.00	25.00	3,300.00
110-41210-211							
POSTAGE	1,000.00	947.39	2,500.00	2,495.76	5,000.00	1,356.17	2,500.00
110-41210-241							
ELECTRICITY	1,500.00	1,498.67	2,325.00	2,485.61	2,750.00	2,319.11	3,000.00
110-41210-242							
WATER	500.00	454.61	500.00	515.34	325.00	335.28	400.00
110-41210-244							
UTILITY - GAS	700.00	697.14	725.00	656.65	725.00	421.25	575.00
110-41210-245							
TELEPHONE	3,700.00	3,642.04	4,600.00	5,009.48	6,475.00	5,045.14	6,950.00
110-41210-248							
INTERNET & CABLE	600.00	598.93	1,125.00	1,251.12	1,800.00	1,773.97	2,225.00
110-41210-259							
OTHER PROFESSIONAL SERVICE	3,000.00	2,317.22	3,000.00	2,237.56	10,000.00	6,250.00	4,000.00
110-41210-260							
REPAIR & MAINTENANCE BUIL	900.00	0.00	2,000.00	387.03	1,000.00	1,284.57	1,000.00
110-41210-261							
REPAIR & MAINTENANCE MOT	0.00	0.00	0.00	93.29	1,200.00	1,113.81	1,200.00
110-41210-289							
Other Travel	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
110-41210-295							
DUMPSTER SERVICE	1,320.00	1,257.29	1,450.00	1,379.77	1,600.00	1,607.48	2,025.00
110-41210-299							
OTHER EXPENSES	500.00	368.19	500.00	516.44	1,000.00	1,048.94	1,500.00
110-41210-310							
OFFICE SUPPLIES	2,500.00	2,431.70	2,500.00	2,061.98	4,000.00	1,994.40	3,000.00
110-41210-326							
CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	1,000.00	559.00	1,000.00
110-41210-328							
TRAFFIC SCHOOL MATERIALS	5,000.00	2,755.46	5,000.00	2,348.13	6,500.00	4,591.75	3,500.00
110-41210-331							
Gas, Diesel (Fuel Only)	0.00	0.00	2,000.00	1,947.98	500.00	248.70	500.00
110-41210-510							
PROPERTY & LIABILITY INSURA	3,000.00	2,999.57	4,200.00	4,740.90	5,000.00	3,123.79	3,850.00
110-41210-794							
PROBATION PAY SUPPLEMENT	33,475.00	24,222.35	34,480.00	27,328.70	25,000.00	20,995.06	25,000.00
110-41210-900							
CAPITAL OUTLAY	25,200.00	23,019.16	10,000.00	7,667.93	0.00	0.00	
110-41210-944							
LEASE OR PURCHASE	2,000.00	1,265.99	1,750.00	201.34	1,350.00	342.02	350.00
Department: 41210 - CITY COURT Total:							
	349,420.00	299,694.61	344,257.00	264,428.99	329,005.00	276,963.24	332,200.00
Department: 41510 - FINANCE							
110-41510-110							
SALARIES	451,800.00	372,197.07	482,650.00	411,359.01	627,975.00	394,352.49	632,500.00
110-41510-112							
SALARIES-OVERTIME	5,000.00	1,389.90	5,000.00	26.92	5,000.00	2,170.52	5,000.00
110-41510-132							
BONUS PAY	3,025.00	1,410.00	1,941.00	1,600.00	1,950.00	1,800.00	2,100.00
110-41510-141							
OASI (EMPLOYER'S SHARE)	36,800.00	25,837.28	38,900.00	29,926.48	53,850.00	33,903.58	54,950.00
110-41510-142							
HOSPITAL AND HEALTH INSURA	57,900.00	36,723.43	57,900.00	40,135.47	85,500.00	57,876.00	94,500.00

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
110-41510-143							
RETIREMENT - CURRENT	24,600.00	18,350.37	27,275.00	21,734.18	39,475.00	26,443.22	46,600.00
110-41510-146							
WORKMEN'S COMPENSATION	2,000.00	783.36	2,400.00	891.22	1,200.00	1,197.56	1,700.00
110-41510-148							
EDUCATION AND TRAINING	10,000.00	9,036.61	12,000.00	6,856.65	12,000.00	7,759.35	17,000.00
110-41510-161							
Boards, Committees, Council	0.00	0.00	0.00	1,677.88	45,000.00	45,322.00	45,000.00
110-41510-211							
POSTAGE	2,000.00	0.00	10,000.00	6,759.17	7,000.00	4,753.37	8,200.00
110-41510-212							
FREIGHT & SHIPPING	300.00	110.30	300.00	172.56	300.00	204.59	250.00
110-41510-230							
PUBLICITY, SUBSCRIPTIONS, AN	5,000.00	4,917.27	15,000.00	6,028.58	15,000.00	8,799.71	8,650.00
110-41510-235							
MAYOR PUBLIC RELATIONS	15,000.00	11,087.78	15,000.00	14,851.41	25,000.00	21,347.17	25,000.00
110-41510-236							
PUBLIC RELATIONS - WELCOME	2,000.00	2,000.00	2,000.00	820.11	4,000.00	1,500.00	5,000.00
110-41510-241							
ELECTRIC	1,500.00	1,498.65	2,350.00	2,242.40	2,750.00	2,312.30	3,000.00
110-41510-242							
WATER	500.00	471.98	325.00	265.36	325.00	335.28	400.00
110-41510-244							
UTILITY - GAS	700.00	657.15	900.00	456.66	500.00	421.23	600.00
110-41510-245							
TELEPHONE	5,600.00	5,596.91	7,175.00	7,000.77	7,725.00	6,031.59	8,000.00
110-41510-248							
INTERNET AND CABLE	600.00	598.04	1,350.00	1,391.93	2,150.00	1,858.45	2,675.00
110-41510-252							
LEGAL SERVICES	65,000.00	64,996.12	78,000.00	76,611.27	78,000.00	67,828.56	86,000.00
110-41510-258							
ACCOUNTING SERVICE	30,000.00	13,140.00	20,000.00	8,250.00	20,000.00	19,500.00	35,000.00
110-41510-260							
REPAIR AND MAINTENANC-BL	900.00	277.90	500.00	326.16	500.00	773.11	1,500.00
110-41510-269							
ADA TRANSITIONAL PLAN - REP	102,000.00	87,722.15	40,000.00	1,523.39	25,000.00	7,346.90	
110-41510-289							
OTHER TRAVEL	3,000.00	1,445.21	5,000.00	289.50	5,000.00	3,484.41	5,000.00
110-41510-295							
Dumpster Service	1,320.00	1,041.60	1,550.00	1,379.77	1,900.00	1,599.24	2,000.00
110-41510-298							
ELECTION EXPENSE	7,000.00	6,726.31	2,500.00	0.00	2,500.00	2,235.00	2,000.00
110-41510-299							
OTHER EXPENSES	15,000.00	17,055.02	17,500.00	5,164.68	17,500.00	6,971.09	45,125.00
110-41510-310							
OFFICE SUPPLIES	10,000.00	7,449.72	10,000.00	7,107.14	10,000.00	9,236.24	12,000.00
110-41510-331							
GAS, DIESEL (FUEL ONLY)	500.00	480.66	2,000.00	575.78	750.00	229.77	500.00
110-41510-510							
PROPERTY & LIABILITY INSURA	5,000.00	4,999.17	7,700.00	7,621.09	11,000.00	10,999.65	16,000.00
110-41510-640							
Interest on Construction Loan	100,000.00	0.00	100,000.00	53,868.10	50,000.00	4,387.16	50,000.00
110-41510-717							
MATCH FOR FRIENDS OF LIBRA	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
110-41510-721							
CONTRIBUTION LIBRARY	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
110-41510-725							
CONTRIBUTION-LEADERSHIP C	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00
110-41510-727							
CONTRIBUTION-CHAMBER OF	750.00	750.00	600.00	0.00	600.00	600.00	600.00
110-731							
CHEATHAM CO HIST. & GEN AS	0.00	0.00	0.00	0.00	0.00	0.00	13,787.00

ITEM # 14.

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
Donations to 501c3 Organizati	0.00	0.00	0.00	0.00	1,000.00	1,000.00	4,500.00
Parks Advisory Board	0.00	0.00	0.00	0.00	0.00	250.00	
CAPITAL OUTLAY	5,015,000.00	37,834.49	162,000.00	149,959.12	50,000.00	51,332.00	455,000.00
SURPLUS	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
LEASE OR PURCHASE	2,000.00	772.06	2,200.00	213.83	350.00	342.04	350.00
Department: 41510 - FINANCE Total:	6,001,795.00	757,356.51	1,152,016.00	882,086.59	1,231,800.00	822,503.58	1,706,487.00
Department: 41640 - TECHNOLOGY							
Salaries	63,600.00	59,028.49	95,175.00	71,096.87	97,150.00	73,318.28	115,200.00
Overtime	2,500.00	851.48	2,500.00	330.92	2,000.00	432.42	500.00
BONUS PAY	0.00	0.00	0.00	0.00	500.00	200.00	250.00
OASI	5,300.00	4,535.76	7,815.00	5,090.97	7,775.00	5,641.58	9,300.00
Hospital Insurance	8,500.00	6,709.20	9,565.00	7,521.44	14,250.00	14,673.83	15,750.00
Retirement	4,300.00	3,892.26	6,360.00	4,418.70	6,325.00	5,031.13	8,725.00
Worker's Compensation	100.00	17.65	100.00	42.35	148.00	147.77	300.00
EDUCATION AND TRAINING	3,000.00	60.00	5,000.00	233.47	5,000.00	134.00	5,000.00
Publicity, Subscriptions, and Du	99,000.00	82,649.16	110,000.00	94,625.35	115,000.00	91,912.36	125,000.00
TELEPHONE	900.00	730.79	900.00	668.43	900.00	704.21	1,500.00
Consultant's Services	32,000.00	26,259.25	15,000.00	9,560.50	25,000.00	24,037.13	20,000.00
Repair and Maintenance Moto	0.00	0.00	0.00	54.84	3,000.00	141.99	2,000.00
OTHER TRAVEL	2,000.00	0.00	2,000.00	350.16	2,000.00	0.00	2,000.00
Office Supplies	1,500.00	788.56	2,500.00	832.56	2,500.00	131.52	2,000.00
OPERATING EXPENSES	10,000.00	0.00	132,350.00	77,839.61	60,300.00	39,221.99	150,000.00
CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	-1,000.00	1,000.00
Lease Purchase Agreement	55,000.00	9,859.56	11,000.00	9,010.40	11,000.00	9,010.40	11,000.00
GAS (FUEL ONLY)	0.00	0.00	2,000.00	566.16	1,000.00	614.57	750.00
PROPERTY & LIABILITY INSURA	1,000.00	999.37	1,600.00	709.83	5,094.00	5,093.91	6,250.00
NOTE PRINCIPAL - POLICE LAPT	0.00	0.00	0.00	-671.96	7,575.00	7,559.09	8,077.00
INTEREST ON NOTE - POLICE L	0.00	0.00	0.00	-867.15	1,675.00	1,675.87	1,159.00
Capital Outlay	0.00	0.00	0.00	-150.00	0.00	0.00	
Department: 41640 - TECHNOLOGY Total:	288,700.00	196,381.53	403,865.00	281,263.45	368,192.00	278,682.05	485,761.00

Department: 41710 - CODES ADMINISTRATION

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
110-41710-110 SALARIES	135,200.00	99,644.07	168,250.00	139,186.48	166,450.00	157,065.39	176,300.00
110-41710-112 SALARIES-OVERTIME	4,000.00	0.00	2,000.00	633.38	2,000.00	0.00	2,000.00
110-41710-132 BONUS PAY	600.00	600.00	500.00	500.00	900.00	800.00	950.00
110-41710-141 OASI (EMPLOYER'S SHARE)	11,300.00	7,375.93	13,640.00	13,201.86	13,325.00	11,521.92	14,425.00
110-41710-142 HOSPITAL AND HEALTH INSURA	17,000.00	11,902.86	18,065.00	19,657.88	38,750.00	37,133.52	26,250.00
110-41710-143 RETIREMENT - CURRENT	9,175.00	6,476.86	11,110.00	10,499.95	10,825.00	10,621.94	13,525.00
110-41710-146 WORKMEN'S COMPENSATION	4,000.00	1,943.65	4,100.00	3,715.47	3,273.00	3,272.32	3,925.00
110-41710-148 EDUCATION AND TRAINING	3,000.00	2,583.89	12,000.00	8,547.15	12,000.00	11,073.38	15,000.00
110-41710-211 POSTAGE	1,000.00	990.50	2,500.00	1,809.11	3,000.00	933.31	3,000.00
110-41710-212 FREIGHT & SHIPPING	300.00	107.17	300.00	19.90	300.00	28.99	300.00
110-41710-230 PUBLICITY, SUBSCRIPTIONS, AN	2,500.00	2,487.45	3,000.00	377.20	6,600.00	4,596.09	7,000.00
110-41710-241 ELECTRIC	1,500.00	1,498.66	2,325.00	2,242.41	2,750.00	2,276.45	4,500.00
110-41710-242 WATER	500.00	498.27	325.00	265.32	350.00	433.32	600.00
110-41710-244 UTILITY - GAS	700.00	679.15	725.00	661.68	725.00	523.59	4,900.00
110-41710-245 TELEPHONE	1,475.00	1,473.12	2,150.00	2,473.02	2,750.00	2,939.17	2,650.00
110-41710-248 Internet and Cable	525.00	524.58	975.00	1,096.14	1,700.00	1,726.58	600.00
110-41710-254 ENGINEER EXPENSE	20,000.00	4,648.50	20,000.00	2,753.00	10,000.00	6,401.00	10,000.00
110-41710-256 CONSULTANT SERVICES	37,000.00	10,126.62	27,000.00	9,201.00	38,680.00	22,840.75	40,000.00
110-41710-260 REPAIR/MAINTENANCE BUILDI	900.00	410.87	900.00	297.01	900.00	552.72	900.00
110-41710-261 REPAIR AND MAINTENANCE M	2,000.00	44.48	5,000.00	1,978.64	5,000.00	1,401.44	5,000.00
110-41710-269 ADA TRANSITIONAL PLAN - REP	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
110-41710-270 SAFETY COMMITTEE REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
110-41710-289 OTHER TRAVEL	1,200.00	0.00	3,800.00	1,401.26	3,800.00	568.42	3,800.00
110-41710-295 DUMPSTER SERVICES	1,320.00	1,319.67	1,550.00	1,379.79	1,600.00	792.04	1,000.00
110-41710-299 OTHER EXPENSES	500.00	390.50	500.00	134.19	500.00	468.76	500.00
110-41710-310 OFFICE SUPPLIES	500.00	314.22	1,000.00	682.24	2,000.00	1,288.29	4,000.00
110-41710-326 CLOTHING AND UNIFORMS	500.00	0.00	1,500.00	1,268.00	3,000.00	2,260.70	4,000.00
110-41710-331 GAS, DIESEL (FUEL ONLY)	5,000.00	3,100.91	4,075.00	4,150.70	5,525.00	3,800.22	2,575.00
110-41710-510 PROPERTY & LIABILITY INSURA	2,000.00	0.00	2,000.00	677.71	2,396.00	2,395.60	3,000.00
110-41710-791 JECD	10,500.00	10,248.64	10,500.00	10,248.64	10,500.00	10,248.64	10,500.00

Defined Budgets

110-41710-792	GIS SYSTEM	5,500.00	5,225.00	5,500.00	5,225.00	5,500.00	5,500.00
110-41710-900	Capital Outlay	0.00	0.00	52,002.00	51,151.01	0.00	55,000.00
110-41710-939	DEMOLITIONS	10,000.00	8,000.00	10,000.00	2,400.00	20,000.00	20,000.00
110-41710-944	LEASE OR PURCHASE	2,000.00	656.03	2,000.00	175.14	350.00	50.00
Department: 41710 - CODES ADMINISTRATION Total:		291,695.00	183,271.60	389,292.00	298,010.28	375,449.00	476,750.00
Department: 42100 - POLICE							
110-42100-110	SALARIES	1,061,744.00	1,023,561.09	1,125,050.00	1,084,388.68	1,181,850.00	1,396,875.00
110-42100-112	SALARIES-OVERTIME	40,000.00	30,545.99	40,000.00	30,331.68	40,000.00	40,000.00
110-42100-120	RESERVE WAGES	12,000.00	10,748.75	12,000.00	11,625.00	12,000.00	12,000.00
110-42100-132	BONUS PAY	19,200.00	19,200.00	20,800.00	20,200.00	21,500.00	20,500.00
110-42100-141	OASI (EMPLOYER'S SHARE)	89,700.00	78,525.22	94,175.00	79,140.70	93,655.00	120,825.00
110-42100-142	HOSPITAL AND HEALTH INSURA	170,000.00	169,997.90	170,000.00	173,531.93	190,000.00	231,000.00
110-42100-143	RETIREMENT - CURRENT	72,875.00	71,285.18	77,000.00	71,222.12	75,315.00	112,375.00
110-42100-146	WORKMEN'S COMPENSATION	35,000.00	27,798.82	49,200.00	26,512.47	42,126.00	48,450.00
110-42100-148	EDUCATION AND TRAINING	14,000.00	10,086.99	12,000.00	3,155.00	12,000.00	12,000.00
110-42100-210	COMMUNICATION	2,500.00	2,251.56	2,500.00	1,374.38	2,500.00	2,500.00
110-42100-212	FREIGHT AND SHIPPING	500.00	475.42	500.00	34.65	500.00	500.00
110-42100-230	PUBLICITY, SUBSCRIPTIONS, AN	3,500.00	3,496.00	6,100.00	5,557.00	6,100.00	6,100.00
110-42100-241	ELECTRIC	10,000.00	9,990.19	13,575.00	10,337.15	12,900.00	12,025.00
110-42100-242	WATER	950.00	945.88	1,150.00	1,163.92	1,325.00	1,500.00
110-42100-244	UTILITY - GAS	4,250.00	4,239.29	8,350.00	7,412.94	10,575.00	13,550.00
110-42100-245	TELEPHONE	23,000.00	22,999.90	20,000.00	19,523.73	23,000.00	25,000.00
110-42100-248	INTERNET AND CABLE	600.00	598.10	1,025.00	1,196.16	1,700.00	2,300.00
110-42100-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	60,000.00	60,000.00
110-42100-260	REPAIR AND MAINTENANC-BL	16,000.00	3,587.42	16,000.00	1,176.25	16,000.00	16,000.00
110-42100-261	REPAIR AND MAINTENANCE M	15,000.00	14,988.18	18,000.00	9,805.07	18,000.00	18,000.00
110-42100-289	OTHER TRAVEL	8,000.00	4,331.02	8,000.00	3,940.49	8,000.00	8,000.00
110-42100-295	Dumpster Service	1,320.00	1,039.67	1,550.00	1,392.33	1,750.00	1,700.00
110-42100-296	NCIC	7,500.00	7,400.00	7,500.00	4,640.00	7,500.00	7,500.00
110-42100-299	OTHER EXPENSES	12,000.00	6,771.91	10,000.00	12,578.85	10,000.00	10,000.00
100-310	OFFICE SUPPLIES	6,500.00	2,764.51	7,500.00	5,076.17	7,500.00	7,500.00

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
110-42100-320	10,000.00	5,274.31	10,000.00	8,380.68	10,000.00	10,359.86	10,000.00
110-42100-326	22,000.00	21,979.65	22,000.00	18,959.37	22,000.00	20,793.87	28,000.00
110-42100-327	8,000.00	7,771.00	8,000.00	4,455.18	8,000.00	3,460.23	30,000.00
110-42100-331	50,000.00	49,993.05	60,025.00	48,451.28	75,100.00	53,931.03	64,650.00
110-42100-510	55,000.00	54,958.10	62,500.00	52,433.14	80,000.00	57,217.95	68,750.00
110-42100-793	0.00	0.00	0.00	0.00	84,179.00	0.00	484,179.00
110-42100-900	440,550.00	349,760.52	169,000.00	115,187.54	110,000.00	115,980.32	332,000.00
110-42100-944	0.00	0.00	6,050.00	12.44	0.00	0.00	
Department: 42100 - POLICE Total: 2,211,689.00 2,017,365.62 2,059,550.00 1,833,196.30 2,245,075.00 1,841,617.50 3,203,779.00							
Department: 42200 - FIRE PROTECTION AND CONTROL							
110-42200-110	789,700.00	738,532.36	795,500.00	812,151.14	859,460.00	830,545.97	1,103,225.00
110-42200-112	28,500.00	27,321.07	28,500.00	28,347.83	28,500.00	29,309.89	36,300.00
110-42200-120	207,100.00	223,641.50	213,313.00	205,280.76	223,979.00	267,762.37	230,700.00
110-42200-132	12,700.00	12,700.00	14,800.00	14,800.00	15,700.00	15,700.00	16,600.00
110-42200-141	83,050.00	74,722.03	77,550.00	75,866.09	68,760.00	69,563.47	113,300.00
110-42200-142	102,000.00	101,998.00	110,500.00	113,114.60	123,500.00	128,260.34	168,000.00
110-42200-143	47,525.00	46,730.18	54,675.00	53,780.06	55,875.00	57,627.09	88,925.00
110-42200-146	25,000.00	24,992.71	32,800.00	31,515.23	26,202.00	26,201.86	38,700.00
110-42200-148	25,000.00	6,794.62	25,000.00	13,767.86	25,000.00	12,249.94	25,000.00
110-42200-162	34,000.00	22,482.55	30,000.00	35,957.10	30,000.00	25,952.99	
110-42200-210	9,000.00	0.00	9,000.00	4,470.15	9,000.00	3,800.36	9,000.00
110-42200-211	1,000.00	987.63	1,000.00	0.90	1,000.00	1,000.00	600.00
110-42200-212	1,600.00	1,594.60	3,275.00	1,465.88	3,275.00	3,289.12	3,275.00
110-42200-219	10,500.00	8,501.39	10,000.00	6,380.48	10,000.00	8,584.80	10,000.00
110-42200-230	3,000.00	2,114.49	4,550.00	2,765.50	3,000.00	5,309.90	3,000.00
110-42200-241	20,000.00	19,558.22	21,675.00	17,701.06	22,000.00	25,204.80	35,500.00
110-42200-242	3,000.00	1,751.88	3,000.00	2,833.39	5,000.00	3,442.46	5,050.00
110-42200-244	6,500.00	4,857.75	14,300.00	8,756.86	15,000.00	8,848.59	14,000.00
110-42200-245	16,000.00	14,716.14	15,000.00	12,777.64	16,000.00	12,395.71	14,900.00
110-42200-248	1,550.00	1,407.16	5,600.00	4,889.98	7,000.00	6,674.60	7,400.00
200-254	9,000.00	520.00	5,000.00	5,000.00	5,000.00	0.00	5,000.00

Defined Budgets

2024-2025
24-25 Prelim

2023-2024
YTD Activity

2023-2024
Total Budget

2022-2023
Total Activity

2022-2023
Total Budget

2021-2022
Total Activity

2021-2022
Total Budget

110-42200-256

CONSULTANTS SERVICE

8,500.00

4,909.00

5,500.00

3,500.00

3,500.00

0.00

3,500.00

110-42200-260

REPAIR AND MAINTENANC-BL

15,000.00

14,996.44

25,000.00

15,241.47

15,000.00

14,245.71

49,900.00

110-42200-261

REPAIR AND MAINTENANCE M

43,000.00

42,002.98

43,000.00

45,084.75

47,000.00

43,837.20

47,000.00

110-42200-265

Repair and Maintenance Traini

5,000.00

4,995.85

5,000.00

5,460.78

10,000.00

6,271.03

10,000.00

110-42200-269

OTHER REPAIR AND MAINTENA

20,000.00

15,759.68

20,000.00

19,828.54

20,000.00

13,634.69

23,500.00

110-42200-289

OTHER TRAVEL

7,000.00

6,890.91

7,000.00

3,251.00

7,000.00

3,923.86

7,000.00

110-42200-295

DUMPSTER SERVICE

2,500.00

1,807.41

2,650.00

1,055.65

2,650.00

2,383.27

4,200.00

110-42200-299

OTHER EXPENSES

2,000.00

1,328.07

2,000.00

1,561.57

2,000.00

1,792.24

2,000.00

110-42200-310

OFFICE SUPPLIES

2,000.00

1,990.18

2,000.00

1,869.01

2,000.00

1,525.18

2,000.00

110-42200-319

Other Supplies - New Fire Hall

0.00

0.00

0.00

0.00

0.00

0.00

5,000.00

110-42200-320

OPERATING SUPPLIES

34,000.00

33,814.08

34,000.00

35,183.35

34,000.00

32,854.18

34,000.00

110-42200-326

CLOTHING AND UNIFORMS

12,000.00

11,985.44

12,000.00

14,670.33

12,000.00

9,852.73

14,000.00

110-42200-329

PERSONAL PROTECTIVE GEAR

20,000.00

11,420.25

20,000.00

13,236.17

20,000.00

17,277.95

30,000.00

110-42200-331

GAS, DIESEL (FUEL ONLY)

25,000.00

22,395.33

21,800.00

24,954.06

21,800.00

18,347.24

22,500.00

110-42200-331

PROPERTY & LIABILITY INSURA

50,000.00

39,478.11

49,400.00

46,467.68

55,000.00

51,285.80

69,850.00

110-42200-510

BOND DEBT - FIRETRUCK

52,018.00

52,018.00

53,150.00

53,146.00

55,000.00

54,288.00

56,736.00

110-42200-610

BOND DEBT - FIRE STATION 1

0.00

0.00

0.00

0.00

87,181.00

0.00

99,264.00

110-42200-611

Interest on Bond Debt - Fire Tr

17,906.00

17,906.00

16,800.00

16,790.00

16,000.00

15,648.00

13,200.00

110-42200-631

INTERST ON BOND DEBT - FIRE

0.00

0.00

0.00

0.00

125,100.00

0.00

156,450.00

110-42200-640

Interest on Construction Loan

100,000.00

0.00

100,000.00

13,133.21

50,000.00

29,698.18

8,000.00

110-42200-720

Donation - Firefighters Fund

8,000.00

8,000.00

8,000.00

8,000.00

8,000.00

8,000.00

8,000.00

110-42200-793

SAFER GRANTS

92,793.00

73,007.15

30,175.00

29,020.11

100,500.00

11,166.28

100,000.00

110-42200-900

CAPITAL OUTLAY

5,154,400.00

333,540.05

100,500.00

128,970.41

108,000.00

109,743.63

145,000.00

110-42200-920

Fire Hall Station 1

0.00

0.00

750,000.00

451,612.12

1,975,000.00

1,543,493.17

1,125.00

110-42200-944

LEASE

0.00

0.00

1,125.00

386.85

1,125.00

693.70

1,125.00

Department: 42200 - FIRE PROTECTION AND CONTROL Total:

7,106,842.00

2,034,169.21

2,784,138.00

2,384,045.57

4,331,107.00

3,531,686.30

2,832,700.00

Department: 43100 - HIGHWAYS AND STREETS

110-43100-110

SALARIES

289,200.00

288,020.40

321,925.00

348,151.91

371,475.00

320,586.64

402,125.00

110-43100-112

SALARIES-OVERTIME

10,000.00

8,274.00

10,000.00

9,174.64

10,000.00

5,153.53

10,000.00

110-43100-132

BONUS PAY

6,300.00

5,950.00

6,740.00

6,740.00

8,280.00

7,630.00

8,170.00

110-43100-141

OASI

24,450.00

21,842.81

26,575.00

25,249.10

29,725.00

24,934.98

34,300.00

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	Defined Budgets	
							2024-2024	2024-2025 24-25 Prelim
110-43100-142	HOSPITAL AND HEALTH INSURA	50,150.00	46,874.37	50,150.00	55,708.59	60,800.00	60,625.90	67,200.00
110-43100-143	RETIREMENT	19,875.00	19,259.30	22,025.00	22,699.57	24,150.00	22,634.30	32,150.00
110-43100-146	WORKERS COMP.	16,000.00	10,288.18	22,800.00	10,092.57	17,545.00	17,544.61	21,075.00
110-43100-148	EDUCATION/TRAINING	2,500.00	1,000.00	2,500.00	700.00	2,500.00	0.00	2,500.00
110-43100-212	FREIGHT/SHIPPING	4,000.00	3,824.94	4,200.00	4,266.00	7,000.00	3,728.38	7,000.00
110-43100-230	PUBLICITY/SUBSCRIPTION/DUE	600.00	597.50	1,600.00	1,600.00	2,000.00	1,990.15	3,000.00
110-43100-241	ELECTRIC	6,000.00	5,455.21	3,100.00	3,166.53	3,250.00	2,347.85	2,800.00
110-43100-242	WATER	500.00	271.98	300.00	265.34	325.00	335.28	400.00
110-43100-244	UTILITY - GAS	700.00	506.14	700.00	631.65	725.00	421.21	575.00
110-43100-245	TELEPHONE	850.00	652.99	3,200.00	3,394.26	3,150.00	3,330.55	4,050.00
110-43100-247	STREET LIGHTING	90,000.00	89,995.58	96,000.00	78,930.72	110,000.00	74,073.83	87,820.00
110-43100-248	Internet and Cable	600.00	598.05	900.00	1,021.10	1,700.00	1,774.00	2,225.00
110-43100-254	ENGINEER EXPENSE	10,000.00	3,500.00	10,000.00	0.00	20,000.00	0.00	15,000.00
110-43100-260	REPAIR/MAINTENANCE BUILDI	15,000.00	9,686.35	15,000.00	12,375.10	15,000.00	12,079.47	15,000.00
110-43100-261	REPAIR/MAINTENANCE VEHICL	14,000.00	7,388.90	14,000.00	3,508.57	14,000.00	10,286.42	14,000.00
110-43100-262	REPAIR/MAINTENANCE MECH.	11,700.00	2,936.03	11,700.00	3,819.11	11,700.00	1,085.47	11,700.00
110-43100-264	REPAIR/MAINTENANCE TRAFFI	10,000.00	6,564.16	10,000.00	2,550.00	10,000.00	9,999.42	10,000.00
110-43100-268	ROAD/BRIDGE REPAIRS	25,000.00	13,540.93	25,000.00	18,431.01	25,000.00	1,628.95	25,000.00
110-43100-295	DUMPSTER SERVICE	1,320.00	1,039.68	1,100.00	1,130.27	1,600.00	1,578.93	2,000.00
110-43100-299	OTHER EXPENSES	7,500.00	2,231.98	7,500.00	3,179.53	7,500.00	7,488.28	7,500.00
110-43100-310	OFFICE SUPPLIES	2,000.00	585.65	2,000.00	910.91	2,000.00	1,030.84	2,000.00
110-43100-320	OPERATING SUPPLIES	12,500.00	6,596.85	12,500.00	12,205.17	12,500.00	12,040.22	12,500.00
110-43100-321	AGRICULTURE AND HORTICULT	10,000.00	612.97	10,000.00	615.97	10,000.00	1,883.60	10,000.00
110-43100-326	CLOTHING AND UNIFORMS	7,300.00	4,808.85	7,300.00	6,393.94	8,760.00	5,641.78	7,075.00
110-43100-331	GAS, DIESEL (FUEL ONLY)	19,600.00	16,303.63	16,300.00	16,708.16	16,500.00	15,870.15	19,000.00
110-43100-342	SIGN PARTS AND SUPPLIES	5,500.00	299.81	5,500.00	3,582.88	10,000.00	10,083.12	56,700.00
110-43100-423	GUARD RAILS AND POSTS	2,000.00	0.00	2,000.00	0.00	2,000.00	1,725.00	2,000.00
110-43100-426	CULVERTS	10,000.00	9,738.41	12,500.00	8,808.53	15,000.00	8,030.98	15,000.00
110-43100-451	CRUSHED STONE	14,000.00	12,660.71	14,000.00	14,000.00	14,000.00	11,655.54	14,000.00
110-43100-454	SALT	9,000.00	5,483.72	9,000.00	8,950.88	12,000.00	9,217.36	12,000.00
100-510	PROPERTY & LIABILITY INSURA	20,000.00	10,933.19	13,700.00	10,196.31	12,000.00	10,695.26	13,100.00

Defined Budgets

2021-2022
Total Budget

2021-2022
Total Activity

2022-2023
Total Budget

2022-2023
Total Activity

2023-2024
Total Budget

2023-2024
YTD Activity

2024-2025
24-25 Prelim

110-43100-730
MULTIMODIAL - SIDEWALKS G
110-43100-900
CAPITAL OUTLAY
110-43100-930
IMPROVEMENTS OTHER THAN
110-43100-944
LEASE OR PURCHASE

Department: 43100 - HIGHWAYS AND STREETS Total:

Department: 44310 - THRIVE 55

110-44310-110
SALARIES
110-44310-112
SALARIES - OVERTIME
110-44310-132
BONUS PAY

110-44310-141
OASI (EMPLOYER'S SHARE)
110-44310-142
HOSPITAL AND HEALTH INSURA
110-44310-143
RETIREMENT - CURRENT

110-44310-146
WORKMEN'S COMPENSATION
110-44310-148
EDUCATION AND TRAINING
110-44310-211
POSTAGE

110-44310-230
PUBLICITY, SUBSCRIPTIONS, AN
110-44310-241
ELECTRIC
110-44310-242
WATER

110-44310-244
UTILITY - GAS
110-44310-245
TELEPHONE
110-44310-248
INTERNET AND CABLE

110-44310-254
ENGINEER EXPENSE
110-44310-259
OTHER PROFESSIONAL SERVICE
110-44310-260
REPAIR AND MAINTENANC-BL

110-44310-261
REPAIR & MAINTENANCE VEHI
110-44310-289
OTHER TRAVEL
110-44310-295
DUMPSTER SERVICE

110-44310-299
OTHER EXPENSES
110-44310-310
OFFICE SUPPLIES
110-44310-323
KITCHEN FOOD SUPPLIES
110-44310-326
CLOTHING

Defined Budgets

2021-2022

2022-2023

2023-2024

2024-2025

Total Budget

Total Activity

Total Budget

YTD Activity

24-25 Prelim

110-44310-331	GAS (FUEL ONLY)	0.00	0.00	2,000.00	1,837.20	1,000.00	182.65	500.00
110-44310-510	PROPERTY & LIABILITY INSURA	3,000.00	2,999.90	4,000.00	4,000.00	4,500.00	3,497.34	4,375.00
110-44310-723	MID CUMBERLAND HUMAN RE	7,250.00	4,999.51	13,000.00	13,000.00	11,000.00	10,321.23	11,000.00
110-44310-900	CAPITAL OUTLAY	37,000.00	12,152.05	15,000.00	8,400.00	24,500.00	0.00	83,300.00
110-44310-944	LEASE OR PURCHASE	2,600.00	1,069.10	1,500.00	691.44	1,500.00	1,141.44	1,350.00

Department: 44310 - THRIVE 55 Total:

361,070.00

275,129.87

426,745.00

398,151.38

821,919.00

523,979.93

751,475.00

Department: 44700 - PARKS

110-44700-110	SALARIES	190,800.00	181,270.46	224,050.00	193,959.28	221,000.00	208,799.09	247,700.00
110-44700-112	SALARIES-OVERTIME	2,000.00	1,963.08	2,000.00	170.38	2,000.00	1,011.95	2,000.00
110-44700-132	BONUS PAY	1,100.00	1,100.00	1,520.00	1,220.00	1,640.00	1,640.00	1,860.00
110-44700-141	OASI (EMPLOYER'S SHARE)	15,525.00	13,952.06	18,100.00	13,831.95	17,700.00	16,221.06	20,275.00
110-44700-142	HOSPITAL AND HEALTH INSURA	27,200.00	25,830.40	35,700.00	27,840.98	39,900.00	31,318.65	44,100.00
110-44700-143	RETIREMENT - CURRENT	11,000.00	10,997.37	14,650.00	12,115.92	14,375.00	13,963.34	19,025.00
110-44700-146	WORKMEN'S COMPENSATION	5,000.00	2,623.02	6,200.00	3,056.47	4,500.00	4,352.96	4,750.00
110-44700-148	EDUCATION AND TRAINING	1,000.00	190.00	1,500.00	0.00	1,500.00	1,500.00	2,000.00
110-44700-200	CONTRACTUAL SERVICES	20,000.00	16,142.30	26,000.00	16,900.00	26,000.00	16,900.15	26,000.00
110-44700-212	FREIGHT & SHIPPING	6,000.00	2,951.80	6,000.00	5,589.55	4,000.00	1,005.25	4,000.00
110-44700-230	PUBLICITY, SUBSCRIPTIONS, AN	900.00	801.50	1,200.00	638.25	1,000.00	658.28	1,000.00
110-44700-236	Farmers Market/Public Relatio	4,000.00	1,444.45	4,000.00	2,516.56	4,000.00	2,247.13	4,000.00
110-44700-241	ELECTRIC	30,000.00	27,944.08	31,250.00	28,494.58	33,000.00	32,459.22	31,450.00
110-44700-242	WATER	4,500.00	3,520.87	4,500.00	4,681.95	4,625.00	5,374.76	7,800.00
110-44700-243	PORTAJOHNS	3,000.00	2,483.70	3,500.00	3,484.69	4,000.00	3,681.77	6,000.00
110-44700-244	UTILITY - GAS	700.00	591.15	700.00	456.67	575.00	421.22	575.00
110-44700-245	TELEPHONE	2,200.00	2,195.43	4,450.00	2,819.71	3,790.00	3,384.95	4,225.00
110-44700-248	INTERNET AND CABLE	525.00	520.56	1,325.00	1,329.43	1,600.00	1,596.85	2,400.00
110-44700-254	ENGINEER EXPENSE	75,000.00	20,000.00	75,000.00	35,250.00	780,200.00	163,500.00	526,700.00
110-44700-260	REPAIR AND MAINTENANC-BL	5,000.00	3,926.50	5,000.00	5,054.20	5,000.00	3,166.69	5,000.00
110-44700-261	REPAIR AND MAINTENANCE M	2,500.00	1,098.60	2,500.00	2,156.35	2,500.00	1,368.05	2,500.00
110-44700-262	REPAIR AND MAINTENANCE OT	1,500.00	1,272.13	1,500.00	852.74	1,500.00	1,241.46	1,500.00
110-44700-263	REPAIR & MAINTENANCE TRAIL	50,000.00	5,025.71	50,000.00	5,820.07	56,000.00	2,121.33	20,000.00
110-44700-265	Repair and Maintenance Grou	5,000.00	4,786.42	5,000.00	5,101.58	5,000.00	4,414.71	5,000.00

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	Defined Budgets	
							2024-2025	24-25 Prelim
OTHER TRAVEL	900.00	900.00	900.00	50.00	900.00	221.79	900.00	900.00
DUMPSTER SERVICE	10,000.00	8,598.74	12,000.00	9,495.66	10,475.00	10,663.27	14,275.00	14,275.00
OTHER EXPENSES	1,000.00	916.52	1,000.00	1,790.18	1,000.00	969.09	2,500.00	2,500.00
OFFICE SUPPLIES	400.00	399.17	400.00	652.02	400.00	516.39	1,000.00	1,000.00
OPERATING SUPPLIES	10,000.00	6,466.52	10,000.00	9,276.75	10,000.00	10,550.84	10,000.00	10,000.00
AGRICULTURE & HORTICULTUR	8,000.00	2,698.47	7,000.00	389.00	7,000.00	6,970.16	5,000.00	5,000.00
CLOTHING AND UNIFORMS	1,600.00	1,047.74	2,000.00	1,549.86	2,500.00	2,525.70	3,500.00	3,500.00
Other Operating Supplies - Pon	0.00	0.00	0.00	0.00	19,425.00	5,100.95	10,000.00	10,000.00
GAS, DIESEL (FUEL ONLY)	6,000.00	5,985.84	10,000.00	8,350.77	10,775.00	8,904.46	10,725.00	10,725.00
SIGN PARTS AND SUPPLIES	19,000.00	16,499.54	2,000.00	84.00	2,000.00	2,108.50	2,000.00	2,000.00
CULVERTS	1,200.00	0.00	1,200.00	0.00	2,500.00	433.20	2,500.00	2,500.00
CRUSHED STONE	18,000.00	501.20	18,000.00	12,005.97	5,000.00	1,216.56	5,000.00	5,000.00
PROPERTY & LIABILITY INSURA	15,000.00	15,000.00	18,750.00	18,463.05	20,000.00	12,704.23	16,100.00	16,100.00
Cumberland River Bicentennial	166,176.00	55,636.35	884,161.00	8,223.15	1,145,800.00	109,278.21	1,073,100.00	1,073,100.00
Parks Advisory Board	15,000.00	6,208.63	13,000.00	10,490.12	35,000.00	30,273.71	40,000.00	40,000.00
CAPITAL OUTLAY	79,600.00	77,674.54	63,500.00	49,131.81	67,000.00	34,804.23	166,500.00	166,500.00
TRIATHLON	400.00	400.00	200.00	0.00	200.00	0.00	200.00	200.00
SUMMERFEST	35,000.00	27,408.09	35,000.00	32,797.85	50,000.00	48,403.44	75,000.00	75,000.00
LEASE OR PURCHASE	1,100.00	733.38	2,050.00	278.30	425.00	251.78	350.00	350.00
Department: 44700 - PARKS Total:	852,826.00	559,706.32	1,606,806.00	536,369.80	2,625,805.00	808,245.38	2,428,510.00	2,428,510.00
Expense Total:	18,449,642.00	7,200,794.50	10,020,109.00	7,650,554.34	13,433,724.00	9,272,369.87	13,481,927.00	13,481,927.00
Fund: 110 - GENERAL FUND Surplus (Deficit):	130,703.00	2,215,619.43	-272,444.00	3,054,427.69	-184,640.00	665,273.31	1,251,938.00	1,251,938.00
Fund: 121 - STATE STREET AID FUND								
Revenue								
121-33356	0.00	22,767.88	0.00	28,909.60	0.00	24,528.96	27,225.00	27,225.00
121-33357	0.00	39,771.25	0.00	50,555.02	0.00	42,776.04	47,100.00	47,100.00
121-33551	190,800.00	109,850.78	200,000.00	84,731.81	185,400.00	84,863.42	93,550.00	93,550.00
121-33555	0.00	12,287.50	0.00	15,647.99	0.00	13,284.08	14,750.00	14,750.00
121-33558	0.00	0.00	0.00	0.00	0.00	442.15		
121-36000	0.00	0.00	0.00	0.00	0.00	-9.85		

Defined Budgets

2021-2022
Total Budget

2021-2022
Total Activity

2022-2023
Total Budget

2022-2023
Total Activity

2023-2024
Total Budget

2023-2024
YTD Activity

2024-2025
24-25 Prelim

121-36100

INTEREST EARNINGS

Revenue Total:

0.00	1,010.48	100.00	16,021.49	18,000.00	22,659.09	24,250.00
190,800.00	185,687.89	200,100.00	195,865.91	203,400.00	188,543.89	206,875.00

Expense

Department: 43100 - HIGHWAYS AND STREETS

121-43100-264

HIGHWAYS AND STREETS

Department: 43100 - HIGHWAYS AND STREETS Total:

190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77	200,000.00
190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77	200,000.00

Expense Total:

190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77	200,000.00
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Fund: 121 - STATE STREET AID FUND Surplus (Deficit):

800.00	-1,793.65	100.00	195,852.80	3,400.00	-273,047.88	6,875.00
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Fund: 123 - DRUG FUND

Revenue

123-35140

DRUG RELATED FINES

4,800.00

123-36001

OTHER REVENUE - POLICE ESC

0.00

123-36100

INTEREST EARNINGS

70.00

Revenue Total:

5,002.00	11,186.03	2,502.00	10,224.25	10,005.00	4,155.85	4,870.00
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Expense

Department: 42100 - POLICE

123-42100-999

POLICE ESCROW EXPENSE

0.00

Department: 42100 - POLICE Total:

0.00	3,861.00	0.00	0.00	0.00	0.00	0.00
0.00	3,861.00	0.00	0.00	0.00	0.00	0.00

Department: 42129 - DRUG INVESTIGATION AND CONTROL

123-42129-299

OTHER EXPENSES

0.00

123-42129-320

OPERATING SUPPLIES

3,533.01

Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:

1,000.00	1,003.00	29,750.00	29,044.93	4,520.00	3,533.01	0.00
1,000.00	1,003.00	29,750.00	29,044.93	4,520.00	3,533.01	0.00

Expense Total:

1,000.00	4,864.00	29,750.00	29,044.93	4,520.00	3,533.01	0.00
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Fund: 123 - DRUG FUND Surplus (Deficit):

4,002.00	6,322.03	-27,248.00	-18,820.68	5,485.00	622.84	4,870.00
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Fund: 413 - WATER AND SEWER

Revenue

413-33101

USDA WASTE WATER IMPROVE

5,000,000.00

413-33194

Federal American Rescue Plan

955,100.00

413-33401

STATE GRANTS ANTICIPATED

0.00

413-33491

ECD SEWER GRANT

468,000.00

413-33493

SAFETY PARTNERS GRANT

2,000.00

413-36350

INSURANCE RECOVERIES

0.00

OTHER REVENUE SOURCE

10,639,000.00

16,599,000.00	0.00	16,599,000.00	172,644.17	27,238,000.00	0.00	10,639,000.00
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ITEM # 14.

Defined Budgets

2023-2024
YTD Activity

2023-2024
Total Budget

2022-2023
Total Activity

2022-2023
Total Budget

2021-2022
Total Activity

2021-2022
Total Budget

413-37109

CROSS CONNECTION FEES

3,500.00

2,390.00

2,500.00

2,065.00

2,600.00

3,395.00

5,000.00

413-37110

METERED WATER SALES

1,802,500.00

1,911,022.91

2,100,000.00

2,232,271.78

2,415,000.00

2,604,584.17

2,750,000.00

413-37193

SERVICING CUSTOMER INSTALL

24,000.00

25,547.50

22,000.00

25,300.00

24,000.00

18,050.00

25,000.00

413-37196

WATER TAP FEES

100,000.00

190,400.00

50,000.00

166,750.00

500,000.00

40,800.00

250,000.00

413-37210

SEWER SERVICE CHARGES

1,207,100.00

1,296,672.42

1,480,000.00

1,516,539.46

1,702,000.00

1,771,156.28

1,880,000.00

413-37232

INDUSTRIAL SEWER FEES

15,000.00

14,537.47

15,000.00

19,687.53

14,000.00

25,546.72

35,000.00

413-37240

STEP SEWER FEES

75,000.00

112,014.50

110,000.00

113,734.00

110,000.00

114,940.50

115,100.00

413-37291

FORFEITED DISCOUNTS AND P

40,000.00

42,807.44

40,000.00

66,026.37

60,000.00

61,501.98

63,500.00

413-37295

COLLECTIONS

0.00

0.00

0.00

800.00

0.00

0.00

413-37296

SEWER TAP FEES

100,000.00

136,000.00

50,000.00

153,000.00

500,000.00

111,500.00

250,000.00

413-37299

MISCELLANEOUS

10,000.00

8,768.50

0.00

12,661.34

1,500,000.00

111,479.55

413-37910

INTEREST EARNINGS

20,000.00

10,527.58

500.00

248,076.58

180,000.00

438,364.24

444,900.00

Revenue Total: 20,855,225.00 3,756,915.03 22,292,312.00 4,729,601.23 41,706,682.25 5,892,360.73 22,882,600.00

Expense

Department: 52100 - WATER UTILITIES

413-52100-110

Water Salaries

453,700.00

416,363.98

457,525.00

463,120.59

490,375.00

440,548.63

526,925.00

413-52100-112

Water Salaries Overtime

30,000.00

29,995.32

35,000.00

35,543.81

40,000.00

29,120.73

40,000.00

413-52100-132

Water Bonus Pay

9,175.00

7,485.00

6,911.00

6,440.00

7,090.00

6,865.00

6,810.00

413-52100-141

Water - Oasi (employer's share

39,450.00

32,947.62

40,825.00

33,728.82

39,250.00

35,764.30

46,450.00

413-52100-142

Water - Hospital and Health Ins

85,085.00

71,321.30

80,950.00

85,887.23

87,400.00

73,111.89

96,600.00

413-52100-143

Water - Retirement Current

32,050.00

29,009.44

33,725.00

-93,408.33

31,875.00

32,139.51

43,550.00

413-52100-146

Water - Workmen's Compensa

17,000.00

11,310.30

18,800.00

13,596.06

15,000.00

11,964.32

15,775.00

413-52100-148

Water - Education and Training

4,500.00

3,288.00

6,000.00

5,333.75

6,000.00

1,581.50

6,000.00

413-52100-211

Water - Postage

5,000.00

4,805.61

5,825.00

5,725.67

5,500.00

5,445.58

7,500.00

413-52100-212

Water - Freight & Shipping

4,000.00

3,996.27

3,275.00

3,211.50

7,000.00

5,270.45

7,000.00

413-52100-230

Water - Publicity, Subscriptions

9,000.00

8,995.94

15,000.00

12,778.94

15,000.00

14,372.22

17,500.00

413-52100-241

Water - Electric

118,000.00

117,986.84

152,175.00

140,566.24

162,250.00

117,165.95

164,775.00

413-52100-244

Water - Natural Gas

2,850.00

2,800.17

3,425.00

2,802.80

4,425.00

2,237.95

3,150.00

413-52100-245

Water - Telephone

5,100.00

5,085.77

12,225.00

7,820.01

6,475.00

4,984.79

7,775.00

413-52100-248

Water - Internet & Cable

1,250.00

1,232.03

3,425.00

3,612.55

6,050.00

6,145.03

7,100.00

413-52100-252

Water - Legal Services

5,000.00

4,980.00

6,000.00

5,847.56

7,000.00

140.00

7,000.00

ITEM # 14.

		Defined Budgets						
		2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
4113-52200-141	30,400.00	26,029.76	34,300.00	25,828.36	27,575.00	25,922.95	38,575.00
413-52200-142	59,600.00	43,029.80	63,835.00	42,967.55	49,400.00	47,695.20	86,100.00
413-52200-143	24,700.00	22,687.49	28,250.00	22,848.37	29,275.00	22,940.35	36,150.00
413-52200-146	9,000.00	4,759.64	8,700.00	6,929.36	8,000.00	7,006.02	8,400.00
413-52200-148	4,500.00	225.00	3,000.00	748.75	3,000.00	1,792.47	3,000.00
413-52200-211	5,000.00	4,667.89	5,200.00	4,714.26	5,500.00	5,651.57	6,275.00
413-52200-212	4,000.00	3,998.61	5,925.00	5,617.62	7,000.00	6,057.49	8,200.00
413-52200-230	15,000.00	14,288.89	15,000.00	13,360.92	15,000.00	18,530.59	18,000.00
413-52200-241	82,000.00	51,839.64	61,225.00	63,533.05	64,500.00	47,214.52	64,245.00
413-52200-244	1,850.00	1,240.35	4,450.00	2,606.04	4,325.00	3,673.39	5,600.00
413-52200-245	4,500.00	3,506.51	3,850.00	3,878.36	5,225.00	3,548.72	4,400.00
413-52200-248	525.00	523.38	3,200.00	4,032.28	5,025.00	5,064.98	7,175.00
413-52200-249	15,000.00	12,624.97	25,000.00	24,993.12	25,000.00	8,680.55	25,000.00
413-52200-252	5,000.00	400.00	6,000.00	144.00	7,000.00	3,176.00	7,000.00
413-52200-254	20,000.00	0.00	20,000.00	11,025.00	20,000.00	567.50	20,000.00
413-52200-258	10,000.00	8,312.50	4,000.00	3,930.72	4,000.00	2,000.00	5,000.00
413-52200-260	12,500.00	7,442.25	12,500.00	6,535.55	12,500.00	2,496.66	12,500.00
413-52200-261	7,500.00	5,233.60	7,500.00	2,412.00	7,500.00	2,860.78	7,500.00
413-52200-262	25,000.00	23,676.67	25,000.00	21,887.94	25,000.00	20,085.20	25,000.00
413-52200-265	43,000.00	27,098.17	43,000.00	39,717.33	43,000.00	38,645.76	43,000.00
413-52200-267	42,000.00	25,571.27	42,000.00	32,984.10	42,000.00	13,648.58	42,000.00
413-52200-289	750.00	20.00	750.00	0.00	750.00	0.00	750.00
413-52200-292	15,000.00	11,609.30	15,000.00	14,218.13	15,000.00	5,098.22	20,000.00
413-52200-293	3,100.00	2,594.34	3,100.00	3,100.00	3,100.00	1,076.83	5,000.00
413-52200-295	47,400.00	46,473.40	54,850.00	59,058.16	66,550.00	51,979.56	59,400.00
413-52200-299	5,000.00	4,796.07	7,000.00	3,460.20	7,000.00	4,657.25	7,000.00
413-52200-310	2,750.00	2,650.30	3,500.00	3,528.52	4,500.00	1,747.78	4,500.00
413-52200-320	8,250.00	7,942.57	12,000.00	12,000.00	17,940.00	8,987.84	18,000.00
413-52200-322	70,000.00	63,481.49	50,000.00	51,940.00	60,000.00	53,362.47	60,000.00
413-52200-326	6,325.00	3,918.08	6,325.00	5,621.04	7,590.00	6,065.77	7,450.00
200-331	11,250.00	11,245.60	11,650.00	11,203.02	16,850.00	8,202.47	12,050.00

Defined Budgets

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
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413-52200-451	Sewer - Crushed Stone	3,375.00	2,682.95	12,500.00	12,105.12	16,750.00	5,735.50	16,750.00
413-52200-510	Sewer - Insurance	25,000.00	24,999.89	33,100.00	29,101.76	34,393.00	34,392.66	43,100.00
413-52200-540	Sewer - Depreciation	250,000.00	1,401.00	275,000.00	245,374.89	275,000.00	0.00	275,000.00
413-52200-613	Sewer - Amortization on bond	50,000.00	0.00	0.00	0.00	52,900.00	155,094.61	607,805.00
413-52200-631	Sewer - Interest on Bonded De	28,600.00	28,600.00	0.00	0.00	26,544.00	88,501.73	274,225.00
413-52200-640	INTEREST ON CONSTRUCTION	280,525.00	4,500.40	100,000.00	19,075.44	100,000.00	61,006.27	50,000.00
413-52200-700	Sewer - Bad Debt Expense	0.00	0.00	0.00	0.00	8,050.00	0.00	10,000.00
413-52200-729	ECD SEWER GRANT	0.00	0.00	0.00	0.00	600,000.00	20,575.00	600,000.00
413-52200-900	Sewer - Capital Outlay	359,000.00	3,499.11	12,000.00	1,694.17	16,675.00	711.00	4,250.00
413-52200-920	Sewer - Other Building - Sewer	17,234,000.00	16,785.76	16,599,000.00	44,456.25	32,873,000.00	2,539,943.71	15,649,705.00
413-52200-944	Sewer - Lease	0.00	0.00	0.00	0.00	150.00	113.47	150.00
Department: 52200 - SEWER UTILITIES Total:		19,201,375.00	878,631.77	18,052,065.00	1,224,155.98	34,996,982.00	3,671,592.08	18,677,140.00

Department: 52300 - WATER & SEWER

413-52300-110	SALARIES	0.00	2,828.00	0.00	0.00	0.00	0.00	
413-52300-143	RETIREMENT - CURRENT	0.00	-51,988.00	0.00	0.00	0.00	0.00	

Department: 52300 - WATER & SEWER Total:

Expense Total:	21,568,028.23	2,021,802.55	20,467,569.00	2,785,456.62	41,358,416.00	5,109,578.49	25,146,803.00
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Fund: 413 - WATER AND SEWER Surplus (Deficit):

	-712,803.23	1,735,112.48	1,824,743.00	1,944,144.61	348,266.25	782,782.24	-2,264,203.00
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Report Surplus (Deficit):

	-577,298.23	3,955,260.29	1,525,151.00	5,175,604.42	172,511.25	1,175,630.51	-1,000,520.00
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Group Summary

Department	Defined Budgets					
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity
Fund: 110 - GENERAL FUND						
Revenue	18,580,345.00	9,416,413.93	9,747,665.00	10,704,982.03	13,249,084.00	9,937,643.18
	18,580,345.00	9,416,413.93	9,747,665.00	10,704,982.03	13,249,084.00	9,937,643.18
Expense	349,420.00	299,694.61	344,257.00	264,428.99	329,005.00	276,963.24
41210 - CITY COURT						332,200.00
41510 - FINANCE	6,001,795.00	757,356.51	1,152,016.00	882,086.59	1,231,800.00	822,503.58
41640 - TECHNOLOGY	288,700.00	196,381.53	403,865.00	281,263.45	368,192.00	278,682.05
41710 - CODES ADMINISTRATION	291,695.00	183,271.60	389,292.00	298,010.28	375,449.00	305,159.13
42100 - POLICE	2,211,689.00	2,017,365.62	2,059,550.00	1,833,196.30	2,245,075.00	1,841,617.50
42200 - FIRE PROTECTION AND CONTROL	7,106,842.00	2,034,169.21	2,784,138.00	2,384,045.57	4,331,107.00	3,531,686.30
43100 - HIGHWAYS AND STREETS	985,605.00	877,719.23	853,440.00	773,001.98	1,105,372.00	883,532.76
44310 - THRIVE 55	361,070.00	275,129.87	426,745.00	398,151.38	821,919.00	523,979.93
44700 - PARKS	852,826.00	559,706.32	1,606,806.00	536,369.80	2,625,805.00	808,245.38
	18,449,642.00	7,200,794.50	10,020,109.00	7,650,554.34	13,433,724.00	9,272,369.87
Expense Total:	18,449,642.00	7,200,794.50	10,020,109.00	7,650,554.34	13,433,724.00	9,272,369.87
						13,481,927.00
Fund: 110 - GENERAL FUND Surplus (Deficit):						
	130,703.00	2,215,619.43	-272,444.00	3,054,427.69	-184,640.00	665,273.31
						1,251,938.00
Fund: 121 - STATE STREET AID FUND						
Revenue	190,800.00	185,687.89	200,100.00	195,865.91	203,400.00	188,543.89
	190,800.00	185,687.89	200,100.00	195,865.91	203,400.00	188,543.89
Revenue Total:	190,800.00	185,687.89	200,100.00	195,865.91	203,400.00	188,543.89
Expense	190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77
43100 - HIGHWAYS AND STREETS						200,000.00
	190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77
Expense Total:	190,000.00	187,481.54	200,000.00	13.11	200,000.00	461,591.77
						200,000.00
Fund: 121 - STATE STREET AID FUND Surplus (Deficit):						
	800.00	-1,793.65	100.00	195,852.80	3,400.00	-273,047.88
						6,875.00
Fund: 123 - DRUG FUND						
Revenue	5,002.00	11,186.03	2,502.00	10,224.25	10,005.00	4,155.85
	5,002.00	11,186.03	2,502.00	10,224.25	10,005.00	4,155.85
Revenue Total:	5,002.00	11,186.03	2,502.00	10,224.25	10,005.00	4,155.85
Expense	0.00	3,861.00	0.00	0.00	0.00	0.00
42100 - POLICE						0.00
42129 - DRUG INVESTIGATION AND CONTROL	1,000.00	1,003.00	29,750.00	29,044.93	4,520.00	3,533.01
						0.00
Expense Total:	1,000.00	4,864.00	29,750.00	29,044.93	4,520.00	3,533.01
						0.00
Fund: 123 - DRUG FUND Surplus (Deficit):						
	4,002.00	6,322.03	-27,248.00	-18,820.68	5,485.00	622.84
						4,870.00
Fund: 413 - WATER AND SEWER						
Revenue	20,855,225.00	3,756,915.03	22,292,312.00	4,729,601.23	41,706,682.25	5,892,360.73
						22,882,600.00

Defined Budgets

2024-2025
24-25 Prelim

	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 24-25 Prelim
Revenue Total:	20,855,225.00	3,756,915.03	22,292,312.00	4,729,601.23	41,706,682.25	5,892,360.73	22,882,600.00
Expense							
52100 - WATER UTILITIES	2,366,653.23	1,192,330.78	2,415,504.00	1,561,300.64	6,361,434.00	1,437,986.41	6,469,663.00
52200 - SEWER UTILITIES	19,201,375.00	878,631.77	18,052,065.00	1,224,155.98	34,996,982.00	3,671,592.08	18,677,140.00
52300 - WATER & SEWER	0.00	-49,160.00	0.00	0.00	0.00	0.00	0.00
Expense Total:	21,568,028.23	2,021,802.55	20,467,569.00	2,785,456.62	41,358,416.00	5,109,578.49	25,146,803.00
Fund: 413 - WATER AND SEWER Surplus (Deficit):	-712,803.23	1,735,112.48	1,824,743.00	1,944,144.61	348,266.25	782,782.24	-2,264,203.00
Report Surplus (Deficit):	-577,298.23	3,955,260.29	1,525,151.00	5,175,604.42	172,511.25	1,175,630.51	-1,000,520.00

Fund Summary

Fund	Defined Budgets					
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity
110 - GENERAL FUND	130,703.00	2,215,619.43	-272,444.00	3,054,427.69	-184,640.00	665,273.31
121 - STATE STREET AID FUND	800.00	-1,793.65	100.00	195,852.80	3,400.00	-273,047.88
123 - DRUG FUND	4,002.00	6,322.03	-27,248.00	-18,820.68	5,485.00	622.84
413 - WATER AND SEWER	-712,803.23	1,735,112.48	1,824,743.00	1,944,144.61	348,266.25	782,782.24
Report Surplus (Deficit):	-577,298.23	3,955,260.29	1,525,151.00	5,175,604.42	172,511.25	1,175,630.51
						-1,000,520.00

Town of Ashland City, Tennessee hereby provides certain financial information for the 2024-2025 budget in accordance with requirements of Tennessee Code Annotated Title 6, Chapter 5, Section 206. There will be a public hearing concerning the budget at Thrive 55+ on July 30, 2024, at 6:00 p.m. All citizens are welcome to attend and participate. The budget and all supporting data are public record and are available for public inspection by anyone at the office of the Financial Director.

	General Fund			STATE STREET AID FUND			DRUG FUND			WATER & SEWER FUND		
	FY 2023 Audited	FY 2024 Estimated	FY 2025 Proposed	FY 2023 Audited	FY 2024 Estimated	FY 2025 Proposed	FY 2023 Audited	FY 2024 Estimated	FY 2025 Proposed	FY 2023 Audited	FY 2024 Estimated	FY 2025 Proposed
Revenues:												
Local Taxes	\$ 8,390,818	\$ 6,245,725	\$ 6,877,881									
State of Tennessee	\$ 932,123	\$ 761,500	\$ 5,954,634	\$ 195,866	\$ 192,318	\$ 206,875						\$ 470,000
Federal Government			\$ 234,000								\$ 591,050	\$ 5,955,100
Other Sources	\$ 1,393,755	\$ 2,840,425	\$ 1,667,350				\$ 10,225	\$ 4,155	\$ 4,870	\$ 4,729,598	\$ 5,267,800	\$ 5,818,500
Total Revenues	\$ 10,716,696	\$ 9,847,650	\$ 14,733,865	\$ 195,866	\$ 192,318	\$ 206,875	\$ 10,225	\$ 4,155	\$ 4,870	\$ 4,729,598	\$ 5,858,850	\$ 12,243,600
Expenditures:												
Salaries	\$ 4,016,352	\$ 3,852,304	\$ 4,920,780						\$ -	\$ 872,629	\$ 813,625	\$ 1,052,620
Other Costs	\$ 4,727,383	\$ 5,367,616	\$ 8,561,147	\$ 13	\$ 461,592	\$ 200,000	\$ 29,045	\$ 3,533		\$ 1,912,828	\$ 1,959,150	\$ 3,562,535
Total Expenditures	\$ 8,743,735	\$ 9,219,920	\$ 13,481,927	\$ 13	\$ 461,592	\$ 200,000	\$ 29,045	\$ 3,533	\$ -	\$ 2,785,457	\$ 2,772,775	\$ 4,615,155
Beginning Fund Balance/Net Position	\$ 10,674,922	\$ 12,647,883	\$ 13,275,613	\$ 512,825	\$ 708,678	\$ 439,404	\$ 72,667	\$ 53,847	\$ 54,469	\$ 18,854,340	\$ 20,798,481	\$ 23,884,556
Ending Fund Balance/Net Position	\$ 12,647,883	\$ 13,275,613	\$ 14,527,551	\$ 708,678	\$ 439,404	\$ 446,279	\$ 53,847	\$ 54,469	\$ 59,339	\$ 20,798,481	\$ 23,884,556	\$ 31,513,001
Number FTE Employees	57	63	67	0	0	0	0	0	0	17	15	16

ORDINANCE NO. 640 _____

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING
THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE
NUMBER 625

WHEREAS, the Town of Ashland City adopted the fiscal year 2024-2025 budget by passage of Ordinance Number 625 on July 30th, 2025; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated* section 6-56-209, the Board of Commissioners has the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses for the general government and enterprise funds will be greater than the projected amounts and require a budget amendment

WHEREAS, the awarded bid for the industrial park water tank project was more than the original budget by \$101,970.00 as such the board wishes to amend the current budget to allow for completion of the project

WHEREAS, \$750,000.00 was previously approved for applicant contribution towards construction of the new city hall, however, money was not included in the FY25 general fund budget and as such the board wishes to amend the current budget

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance Number 625 is hereby amended by increasing the enterprise fund by \$101,970.00 and decreasing fund balance by \$101,970.00; and increasing the general fund by \$750,000.00 and decreasing fund balance by \$750,000.00

<i>Enterprise Fund</i>	Beginning Department Budget	Ending Department Budget
Water	\$6,469,663.00	\$7,219,663.00
 <i>General Fund</i>		
Finance	\$1,706,487.00	\$2,456,487.00

SECTION 2. This ordinance shall take effect 20 days upon final passage.

PASSED ON 1st READING:

PASSED ON 2nd READING:

MAYOR

DATE:

ATTEST: CITY RECORDER

DATE:

Bid opening May 1, 2025

Bid closing May 1, 2025 @ 2 PM

BID TABULATION
CDBG PUMP STATION BID
MAY 1, 2025, 2 P.m.

BIDDERS	AMOUNTS
North Brothers EXCAVATING.	\$ 980,000.00
J.S. Haren Company	\$ 457,000.00
B.A.M. 2!	\$ 377,700.00



CDBG PUMP STATION BID OPENING

- | | |
|-------------------------------|--------------------------|
| 1. <u>Mary Malapske</u> | 2. <u>Amy Thorne</u> |
| 3. <u>Donna Anderson-GNRC</u> | 4. <u>For J Williams</u> |
| 5. <u>J.S Haren Company</u> | 6. <u>Br Hare</u> |
| 7. <u>PHIL CASTERLINE CSR</u> | 8. <u>Dink Biggs</u> |
| 9. <u>Jason Reynolds CSR</u> | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |
| 15. _____ | 16. _____ |
| 17. _____ | 18. _____ |
| 19. _____ | 20. _____ |
| 21. _____ | 22. _____ |
| 23. _____ | 24. _____ |
| 25. _____ | 26. _____ |
| 27. _____ | 28. _____ |
| 29. _____ | 30. _____ |

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than: **6**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Tammy L. Masterson Greg Young Tiffany Gobich; Katie Rose Nancy Nemecek; Kelsey Becker	435 N. Whittington Parkway Suite 300 Louisville, KY 40222	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 2023.



[Signature]

James Daly, President and CEO-The Americas

[Signature]

Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 2023, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

[Signature]
Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of May, 2025



[Signature]

Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

State of Tennessee

1403923

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
NORRIS BROTHERS EXCAVATING, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER 48700
LIC STATUS ACTIVE
EXPIRATION DATE July 31, 2026
UNLIMITED; HC; HRA; MU-A; MU-C; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

HAREN Company

**MERCHANTS
BONDING COMPANY,™**
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

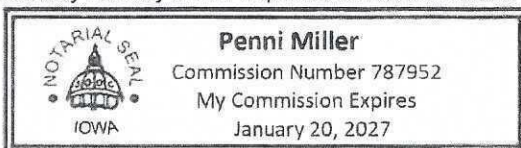
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of May, 2025



Elisabeth Sandersfeld

Secretary

State of Tennessee

14133848

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

R.A.M.I. INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER 02448
LIC STATUS ACTIVE
EXPIRATION DATE July 1, 2006
LIMITED B.O.B. OF \$0



IN 1313
DEPARTMENT OF
COMMERCE AND INSURANCE

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

**FOR BID BOND USE
ONLY**

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

James L. Noe, III; Andrew Bennett; Craig M. Whitlow;
Gregory Lee Bennett; Lisa K. Wilson; Rhyann Justin Atwood;
Joshua Seth Chapman; Amelia L. Cain

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal E. Espinoza

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 1st day of May, 2025



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

RENTAL SERVICE AGREEMENT






Service Location No : 0051
MLRA/NA : 0211011348 Account Number :
Contract No : Date : 04/21/2025
Business Index : Dynamics ID : f042da76-a5d0-426d-807a-90988760c9b1

Customer Name Ashland City Hall	DBA Name Ashland City Hall		
Delivery Address 405 N Main St	Delivery Address 2 :		
City : Ashland City	State / Province : TN	Zip / Postal Code : 37015	Phone : (615) 792-4211

*This agreement is effective as of the date of execution for a term of 60 months from the date of installation

Garments

Garments	Frequency	Inventory	Unit Price
 X270 MENS CARGO PANTS	Weekly	1	\$ 0.325
 X273 CINTAS WRINKLEFREE SHIRT	Weekly	1	\$ 0.397
 X275 MENS SNAG RESISTANT MM POLO	Weekly	1	\$ 0.313

Uniform Programs

Program Description	Included: YES/NO	Per garment / per week
Uniform Advantage <small>Uniform Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.</small>	NO	\$ 0.00
Emblem Advantage <small>Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation.</small>	NO	\$ 0.00

Program Description	Included: YES/NO	Per garment / per week
Premium Uniform Advantage	NO	\$ 0.00
Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Premium Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Premium Advantage at any time.		
Prep Advantage	NO	\$ 0.00
Prep Advantage covers all cost associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six month from the date of installation.		

Uniform Charges



The additional charges below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice. Pricing of emblems is valid for initial installation only















Name Emblem	\$ 1.95
Company Emblem	\$ 2.95
Custom Emblem 1	\$ 3.95









Preparation Charge	\$ 2.25
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	Per garment
Non-Standard Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium charges are per garment delivery.	
Non-Standard Special Cut Charge	\$ 0.15
FRC Non-Standard Special Cut Charge	\$ 0.16
Size Change Charge	\$ 15.00
Customer agrees to have employees measured by Cintas representative using garment size samples. An additional charge per garment will be assessed for employees size changed within 4 weeks of add-on or installation.	

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X10188 4X6 ACTIVE SCRAPER	Weekly	1	\$ 3.000 Auto LR: No Buy Back: No
 X10189 3X5 XTRAC MAT ONYX	Weekly	1	\$ 5.000 Auto LR: No Buy Back: No

Non-Garments / Services		Frequency	Inventory	Unit Price	
	X10192 4X6 XTRAC MAT ONYX	Weekly	1	\$	6.000
Auto LR: No Buy Back: No					
	X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$	7.000
Auto LR: No Buy Back: No					
	X2169 SM SHOP TWL - BLUE	Weekly	1	\$	0.120
Auto LR: Yes Buy Back: No					
	X7717 WHITE MICROFIBR WIPE	Weekly	1	\$	0.200
Auto LR: Yes Buy Back: No					
	X2650 WET MOP LARGE	Weekly	1	\$	1.500
Auto LR: No Buy Back: No					
	X2570 24" DUST MOP	Weekly	1	\$	1.000
Auto LR: No Buy Back: No					
	X2590 36" DUST MOP	Weekly	1	\$	1.500
Auto LR: No Buy Back: No					
	X2604 48" DUST MOP	Weekly	1	\$	1.500
Auto LR: No Buy Back: No					
	X2610 60" DUST MOP	Weekly	1	\$	2.000
Auto LR: No Buy Back: No					
	X27012 SIG ZFOLD RFL PAPER/CS	Weekly	1	\$	27.000
Auto LR: No Buy Back: No					
	X9281 HRDWND WHT PAPER LRG	Weekly	1	\$	6.000
Auto LR: No Buy Back: No					
	X27083 SIG DUALTP RFL PAPER	Weekly	1	\$	18.000
Auto LR: No Buy Back: No					
	X27069 SIG SOAP SVC	Weekly	1	\$	2.250
Auto LR: No Buy Back: No					
	X27026 SIG AIR SVC	Weekly	1	\$	
Auto LR: No Buy Back: No					

Non-Garments / Services	Frequency	Inventory	Unit Price
 X8072 SIG SANT SVC	Weekly	1	\$ 2.000 Auto LR: No Buy Back: No
 X9110 JRT TOILET PAPER RFL	Weekly	1	\$ 4.000 Auto LR: No Buy Back: No
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.000 Auto LR: No Buy Back: No
 X2271 FC1 HD FLR CLNR/DGSR	Weekly	1	\$ 1.500 Auto LR: No Buy Back: No
 X2272 FC4 NEUTRAL FLR CLNR	Weekly	1	\$ 1.000 Auto LR: No Buy Back: No
 X2276 RR1 DISINFCT/ RR CLNR	Weekly	1	\$ 3.000 Auto LR: No Buy Back: No
 X2280 Z1 HARD SURF SANITZR	Weekly	1	\$ 3.000 Auto LR: No Buy Back: No
 X2275 GL1 GLASS&SURF CLNR	Weekly	1	\$ 3.000 Auto LR: No Buy Back: No

Auto LR Charges

Item #	% of Inventory	Price
X2169	2	\$ 0.200
X7717	2	\$ 0.200

Storage

Charge Description	Per Delivery
Lockers	\$ 0.00
Laundry Lock Up	\$ 0.00
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.	

Payment Charges

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
Service Charge	\$ 0.00
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and deliver of goods and services, in addition to other miscellaneous costs incurred on that may be incurred in the future by Company.	
Artwork Charge for Logomat	\$ 0.00

Agreement Provisions

Description	Included: YES/NO
Unilease All garments will be cleaned by Customer.	NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	YES
Hi-Vis Garments Customer receives Hi-Vis Garments.	NO
Flame Resistant Garments Customer receives Flame Resistant Garments.	NO
Direct Embroidery If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidery garments at then current replacement value.	
Customer certifies it Is Not a federal, state or local government branch or agency	
Other : See addendum for additional addresses and locations tied to this agreement	

RENTAL SERVICE AGREEMENT



Agreement Terms And Conditions

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this agreement are not flame resistant or acid resistant and contain no special flame resistant or acid resistant features. Flame resistant and acid resistant garments are available from Company upon request. If Customer has selected flame resistant or acid resistant garments, Customer agrees to notify its employees who are not receiving flame resistant or acid resistant garments that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Unless Customer has selected flame resistant or acid resistant garments, Customer warrants that none of the employees for whom garments are supplied under this agreement require flame resistant or acid resistant clothing.

4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

5. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Charges.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered mail to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the application expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers' account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 35\$ of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.

15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended, modified or supplemented by a written document executed by all parties, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.

16. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

17. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

18.If Company provides rubber voltage gloves ("Gloves") or additional personal protective equipment ("PPE"), Customer assumes all risks and agrees it bears sole responsibility for selecting the Gloves and additional PPE and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION WHETHER THE GLOVES OR ADDITIONAL PPE CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE GLOVES' OR ADDITIONAL PPE'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USEFUL LIFE OF THE GLOVES OR ADDITIONAL PPE, THAT THE GLOVES OR ADDITIONAL PPE HAVE BEEN TESTED OR CERTIFIED, OR THAT THE GLOVES OR ADDITIONAL PPE WILL PASS ANY SAFETY, SPECIFICATION, OR CERTIFICATION TESTS. COMPANY DOES NOT WARRANT THE GLOVES OR ADDITIONAL PPE WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY OR OTHER JURISDICTION. THE GLOVES AND ADDITIONAL PPE ARE SOLD AS IS. ALL WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE (INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED.

19.No agent, employee or representative of Company has authority to make any binding representation, affirmation of fact, or warranty (expressed or implied) with respect to the Gloves or additional PPE. Customer acknowledges that compliance with any and all OSHA or other safety regulations, including but not limited to satisfying the testing requirements under 29 CFR § 1910.137, is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the Gloves and additional PPE, including but not limited to any alleged failure of the Gloves and additional PPE to provide protection against electricity, fire, and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages associated with the Agreement or resulting from Customer's or any other third party's use of the Gloves and additional PPE, including the negligence or other fault of Company. For any claims brought by employees of Customer, Customer expressly waives its immunity under applicable state workers compensation statutes.

20.Prevaling Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

21.By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

22.By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoice: Signature Waived
Multiple Invoices: Signature Waived On All
Cintas Location No: 0051 NASHVILLE TN RNTL

23.I agree that I am authorized to sign on behalf of the Ashland City Hall.

24.This agreement is subject to the terms and conditions set forth in this agreement subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Customer:

Mayor Gerald Greer

Mayor

Ashland City Hall

ggreer@ashlandcitytn.gov

Sales Representative:

Dominic Jampo

Cintas corporation

Location Addendum - Town of Ashland City

This location addendum is tied to Service Agreement dated 4/22/2025 authorizes Cintas to service the following locations:

1. City Hall - 405 N. Main Street Ashland City, TN 37015
2. Fire Station 1 - 402 N. Main Street Ashland City, TN 37015
3. Fire Station 2 - 200 Marrowbone Road Ashland City, TN 37015
4. Parks Dept. - 199 Rhea Street Ashland City, TN 37015
5. Public Works - 233 Tennessee Waltz Pkwy #103, Ashland City, TN 37015
6. Police Dept. - 233 Tennessee Waltz Pkwy #101, Ashland City, TN 37015
7. WWTP - 269 Tennessee Waltz Pkwy Ashland City, TN 37015
8. Town of Ashland City - 109 Adkisson St Ashland City, 37015
9. The Town of Ashland City - 233 Tennessee Waltz Pkwy Ashland City, TN 37015
10. Thrive 55 – 108 Ruth Drive Ashland City, TN 37015

The Town of Ashland City

Signature

Mayor Gerald Greer
Print Name and Title

4/22/2025
Date

Cintas Corporation

Signature

DJ Jampo
Print Name and Title

4/22/2025
Date

SINGLE DISPENSER

Hand Soap



FINISHES THAT BRING THE OUTDOORS IN

Nature-inspired finishes take their cues from classic marble, soothing bamboo, and texture-rich lava



Bamboo
Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble
Chic and timeless, marble brings a touch of luxury to any restroom.



Lava
Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

MAKING THE RESTROOM THE BEST ROOM

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

WASH AWAY THE MUNDANE (AND GERMS)

Apothecary-style, warm amber bottles add a sophistication and restrained beauty to your space, while lather-rich soaps infused with natural purifying properties remove germs and keep hands silky soft.

SPECS		Single Soap Dispenser
Size	532 mL bottle (18 fl oz)	
Refill Dose	1.0 mL output (0.03 fl oz)	
Certifications	Safer Choice (soap only)	
COUNTERTOP		
Height with bottle	9.25" (23.5cm)	
Height no bottle	1.11" (2.82cm)	
Width	3.9" (9.9cm)	
Depth	3.9" (9.9cm)	
WALL-MOUNT		
Height with bottle	10.1" (25.65cm)	
Height no bottle	7.25" (18.42cm)	
Width	3.9" (9.9cm)	
Depth	4.72" (12cm)	



MINIMALIST DESIGN. MAXIMUM IMPACT.

The organic simplicity of Branch & Vine™ bottles allows your design to take shape.

- Muted earth tones blend harmoniously with any number of design styles
- Gentle form contributes to an inviting ambiance
- Made with recyclable plastic

THEFT- DETERRENT DESIGN

Our soap and lotion dispensers are as secure as they are stylish.



Locked design secures bottles to tray.
Product heft deters theft.

DISPENSER	COLOR	ITEM NUMBER
Single Soap Base: Countertop	Bamboo	45678 0330
Single Soap Base: Countertop	Marble	45678 0000
Single Soap Base: Countertop	Lava	45678 0350
Single Soap Base: Wall-Mount	Bamboo	45681 0330
Single Soap Base: Wall-Mount	Marble	45681 0000
Single Soap Base: Wall-Mount	Lava	45681 0350

REFILLS & SERVICE	R / S
Frankincense & Myrrh	45693 0500
- Page 108 - Citrus	45693 0700

DISPLAY YOUR WAY

- 1 Countertop Display
- 2 Wall-Mount Display



Two options for
confident, secure
presentation.

HAND SOAP *A touch of luxury*

Available in either of our distinctive fragrances, Branch & Vine hand soaps are made with plant-based ingredients that are gentle on the skin yet thoroughly cleanse and hydrate.

- Safer Choice certified
- Dermatologist-tested
- Triclosan and paraben-free
- Formaldehyde donor-free
- Not tested on animals



LUXURIOUS FRAGRANCES *Scent from above*

Branch & Vine hand soaps capture nature's most distinctive and fresh scents. Designed to complement, not compete with, Branch & Vine air care fragrances.

FRANKINCENSE & MYRRH

With aromatic wood undertones, rich spice notes, and a slight citrus twist, this sophisticated, earthy blend inspires warm feelings of connection.

TROPICAL FRUITS & CITRUS

Always fresh and inviting. Bright notes of citrus mixing with subtly sweet tropical fruits give this uplifting fragrance blend instant, universal appeal.

BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine products are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers to ensure they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

DOUBLE DISPENSER

Soap & Lotion



**FINISHES THAT
BRING THE
OUTDOORS IN**

*Nature-inspired
finishes take their
cues from classic
marble, soothing
bamboo, and
texture-rich lava*

Bamboo
Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.

Marble
Chic and timeless, marble brings a touch of luxury to any restroom.

Lava
Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

**MAKING THE
RESTROOM THE
BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

**CLEANSING. MOISTURIZING.
MODERNIZING.**

Apothecary-style, warm amber bottles add a sophistication and restrained beauty to your space. Lather-rich soaps infused with natural purifying properties remove germs while keeping hands silky soft. And for a feel-good finish, our unscented lotion locks in moisture for long-lasting smoothness.

SPECS		Double Dispenser
Size	532 mL bottle (18 fl oz)	
Refill Dose	1.0 mL output (0.03 fl oz)	
Certifications	Safer Choice (soap only)	
COUNTERTOP		
Height with bottle	9.25" (23.5cm)	
Height no bottle	1.11" (2.82cm)	
Width	7" (17.78cm)	
Depth	3.9" (9.9cm)	
WALL-MOUNT		
Height with bottle	10" (25.4cm)	
Height no bottle	7.25" (18.42cm)	
Width	7" (17.78cm)	
Depth	4.72" (12cm)	





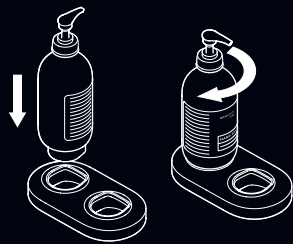
DOUBLE THE DELIGHT

Matching duo for a clean, organized look.

- Muted earth tones blend harmoniously into any number of design styles
- Gentle form contributes to an inviting ambience
- Made with recyclable plastic

THEFT-DETERRENT DESIGN

Our soap and lotion dispensers are as secure as they are stylish.



Locked design secures bottles to tray.
Product theft deters theft.

DISPENSER	COLOR	ITEM NUMBER
Double Soap Base: Countertop	Bamboo	45679 0330
Double Soap Base: Countertop	Marble	45679 0000
Double Soap Base: Countertop	Lava	45679 0350
Double Soap Base: Wall-Mount	Bamboo	45682 0330
Double Soap Base: Wall-Mount	Marble	45682 0000
Single Soap Base: Wall-Mount	Lava	45682 0350

REFILLS & SERVICE	R / S
Frankincense & Myrrh	45693 0500
Tropical Fruits & Citrus	45693 0700
- Page 110 -	45694 0000

DISPLAY YOUR WAY

- 1 Countertop Display
- 2 Wall-Mount Display



Two options for confident, secure presentation.

HAND SOAP



A touch of luxury

Available in either of our distinctive fragrances, Branch & Vine™ hand soaps are made with plant-based ingredients that are gentle on the skin yet thoroughly cleanse and hydrate.

- Safer Choice certified
- Dermatologist-tested
- Triclosan- and paraben-free
- Formaldehyde donor-free
- Not tested on animals

HAND LOTION



A final touch of TLC

Branch & Vine lotion conditions and caresses with shea and cocoa butters, leaving hands feeling renewed, extra soft and smooth.

- Fragrance-free
- Dye-free

LUXURIOUS FRAGRANCES

Scent from above

Branch & Vine hand soaps capture nature's most distinctive and fresh scents. Designed to complement, not compete with, Branch & Vine air care fragrances.

FRANKINCENSE & MYRRH

With aromatic wood undertones, rich spice notes, and a slight citrus twist, this sophisticated, earthy blend inspires warm feelings of connection.

TROPICAL FRUITS & CITRUS

Always fresh and inviting. Bright notes of citrus mixing with subtly sweet tropical fruits give this uplifting fragrance blend instant, universal appeal.

BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine products are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers to ensure they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

AIR FRESHENER

Clear the air



**FINISHES THAT
BRING THE
OUTDOORS IN**

*Nature-inspired
finishes take their
cues from classic
marble, soothing
bamboo, and
texture-rich lava*



Bamboo

Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble

Chic and timeless, marble brings a touch of luxury to any restroom.



Lava

Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

**MAKING THE
RESTROOM THE
BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

A BREATH OF FRESH AIR

Aromatic gypsum beads are infused with a natural fragrance oil blend (your choice of our two luxurious fragrances) to bring a scent of calm to your restroom. A welcome departure from unnaturally heavy deodorizers or naturally unpleasant bathroom smells, Branch & Vine™ air fresheners are displayed in sleek, translucent containers – making them as lovely to see as they are to smell.

SPECS		Air Freshener
Coverage		2500 cubic ft (762 meters)
COUNTERTOP		
Height		3.6" (9.14cm)
Width		4" (10.16cm)
Depth		4" (10.16cm)
WALL-MOUNT		
Height		5.25" (13.34cm)
Width		4" (10.16cm)
Depth		4.75" (12.07cm)



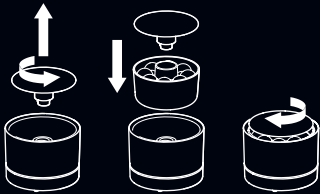
FRESH SCENTS. FRESH STYLE.

Stylish container design allows proud presentation of air fresheners.

- Muted, amber tinted jar blends harmoniously into any number of design styles
- Gentle form contributes to soothing, inviting ambience
- Visible aromatic gypsum beads project a natural beauty

BEAD REFILL

Container design allows for fast and simple refills.



DISPENSER	COLOR	ITEM NUMBER
Air Freshener: Countertop	Bamboo	45690 0330
Air Freshener: Countertop	Marble	45690 0000
Air Freshener: Countertop	Lava	45690 0350
Air Freshener: Wall-Mount	Bamboo	45691 0330
Air Freshener: Wall-Mount	Marble	45691 0000
Air Freshener: Wall-Mount	Lava	45691 0350

REFILLS & SERVICE	R / S
Frankincense & Myrrh	45698 0500
- Page 112 - Citrus	45698 0700

DISPLAY YOUR WAY

- Countertop Display
- Wall-Mount Display



Two options for confident, secure presentation.

LUXURIOUS FRAGRANCES

Scent from above

Branch & Vine hand air fresheners capture nature’s most distinctive scents. Designed to complement, not compete with, Branch & Vine hand soap fragrances.

FRANKINCENSE & MYRRH

With aromatic wood undertones, rich spice notes, and a slight citrus twist, this sophisticated, earthy blend inspires positive, warm feelings of connection.

TROPICAL FRUITS & CITRUS

Always fresh, always inviting. Bright notes of citrus mixing with subtly sweet tropical fruits give this uplifting fragrance blend instant, universal appeal.



BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine products are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers to ensure they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

TOWEL DISPENSER

Premium multifold towels



**FINISHES THAT
BRING THE
OUTDOORS IN**

*Nature-inspired
finishes take their
cues from classic
marble, soothing
bamboo, and
texture-rich lava*



Bamboo

Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble

Chic and timeless, marble brings a touch of luxury to any restroom.



Lava

Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

**MAKING THE
RESTROOM THE
BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

**THE INDISPENSABLE
TOWEL DISPENSER**

In the eyes of your customers, the cleanliness of your restroom rests largely on the availability of paper towels. And the towels and dispensers themselves can either dampen or deliver on your exceptional reputation. For those who appreciate organic simplicity in both design and functionality, Branch & Vine™ is a natural fit.

SPECS		Towel Dispenser
Size	8.9" x 9.5"	(22.6cm x 24.13cm)
Sheets per pack	1750	
Packs per case	12	
Sheets per case	1800	
Dispenser Capacity	150 Multifold Sheets	
COUNTERTOP		
Height	7.6"	(19.3cm)
Width	12.5"	(31.75cm)
Depth	4.5"	(11.43cm)
WALL-MOUNT		
Height	8.3"	(21.08cm)
Width	12.5"	(31.75cm)
Depth	5.2"	(13.21cm)

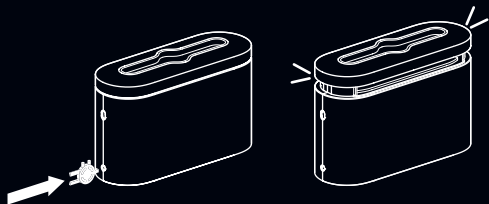


MINIMALIST DESIGN. MINIMAL WASTE.

- Clear the way for your vision to take shape.
- Gentle form contributes to an inviting ambience
 - Designed to ensure users take only one towel at a time, minimizing wasted resources and facilitating a clean restroom environment

THEFT-DETERRENT DESIGN

A key is required to open the dispenser.



DISPENSER	COLOR	ITEM NUMBER
Towel Dispenser: Countertop	Bamboo	45684 0330
Towel Dispenser: Countertop	Marble	45684 0000
Towel Dispenser: Countertop	Lava	45684 0350
Towel Dispenser: Wall-Mount	Bamboo	45685 0330
Towel Dispenser: Wall-Mount	Marble	45685 0000
Towel Dispenser: Wall-Mount	Lava	45685 0350

REFILLS & SERVICE	R / S
- Page 114 - towels	45695 0000

DISPLAY YOUR WAY

- 1 Countertop Display
- 2 Wall-Mount Display



Two options for confident, secure presentation.

PREMIUM PAPER TOWELS

Feels special so your customers do, too.

- Thick and soft, clothlike quality for high-end comfort
- More absorbent material means fewer sheets are needed per use
- Minimizing consumption makes it environmentally-friendly and cost-effective



BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine products are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers to ensure they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

TOILET TISSUE DISPENSER

Premium toilet tissue



FINISHES THAT BRING THE OUTDOORS IN

Nature-inspired finishes take their cues from classic marble, soothing bamboo, and texture-rich lava



Bamboo

Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble

Chic and timeless, marble brings a touch of luxury to any restroom.



Lava

Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

MAKING THE RESTROOM THE BEST ROOM

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

SOFTNESS. STRENGTH. STUNNING STYLE. THAT'S HOW WE ROLL.

When nature calls, Branch & Vine™ answers. Premium, home-like toilet tissue, along with dispensers that organically add simplicity and sophistication, elevate the restroom experience for your customers.

SPECS		Toilet Tissue Dispenser
PLUSH 2-PLY TOILET PAPER		
Sheet size	4" (10.16cm)	
Sheets per roll	425	
Rolls per case	12	
TP DISPENSER WITH STAND-MOUNT		
Height	29" (73.66cm)	
Width	3.65" (9.27cm)	
Depth	9.7" (24.64cm)	
WALL-MOUNT TP DISPENSER		
Height	7.1" (18.03cm)	
Width	7.1" (18.03cm)	
Depth	6.3" (16cm)	

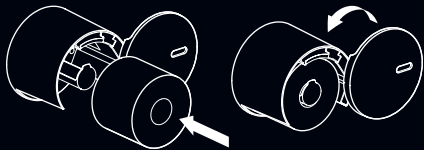


MINIMALIST DESIGN. MAXIMUM IMPACT.

- Solving your tissue issues.
- Gentle form contributes to an inviting ambience
 - Design minimizes wasted resources, facilitating a clean restroom environment

EASY TISSUE REPLACEMENT

Simple swivel design makes it easy for bathroom user to refill.



DISPENSER	COLOR	ITEM NUMBER
Toilet Tissue Dispenser: Stand-Mount	Bamboo	45688 0330
Toilet Tissue Dispenser: Stand-Mount	Marble	45688 0000
Toilet Tissue Dispenser: Stand-Mount	Lava	45688 0350
Toilet Tissue Dispenser: Wall-Mount	Bamboo	45687 0330
Toilet Tissue Dispenser: Wall-Mount	Marble	45687 0000
Toilet Tissue Dispenser: Wall-Mount	Lava	45687 0350

REFILLS & SERVICE	R / S
- Page 116 -	45697 0000

DISPLAY YOUR WAY

- 1 Wall-Mount
- 2 Stand-Mount



Two options for confident, secure presentation.

PREMIUM TOILET TISSUE

Your customers will feel the love

- Thick and ultra-soft two-ply tissue
- Home-like quality
- More absorbent material means fewer sheets are needed per use
- Minimizing consumption makes it environmentally-friendly and cost-effective
- Larger roll size for fewer refills



*CINTAS PROPRIETARY RESEARCH ©2008

BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

In the eyes of your customers, availability of toilet paper is the #1 measure of restroom cleanliness*. Branch & Vine premium toilet tissue dispensers, along with other Branch & Vine products, are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers, ensuring they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

TOILET TISSUE CADDY

Easy storage and refills



**FINISHES THAT
BRING THE
OUTDOORS IN**

*Nature-inspired
finishes take their
cues from classic
marble, soothing
bamboo, and
texture-rich lava*



Bamboo

Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble

Chic and timeless, marble brings a touch of luxury to any restroom.



Lava

Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

**MAKING THE
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BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

CONVENIENT STORAGE WITH STYLE

Branch & Vine's™ premium, home-like toilet tissue is always within reach with our four-roll caddy. Stay organized while organically adding simplicity and sophistication.

SPECS	Toilet Tissue Caddy
Height	9" (22.86cm)
Width	11.6" (29.46cm)
Depth	6" (15.24cm)



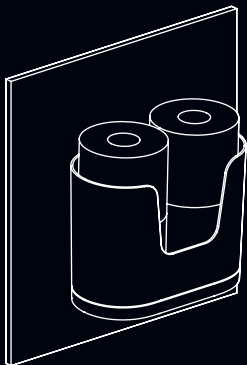
MINIMALIST DESIGN. MAXIMUM IMPACT.

Clear the way for your vision to take shape.

- Gentle form contributes to an inviting ambience
- Holds four rolls of Branch & Vine premium toilet tissue
- Simplifies toilet tissue dispenser refills

ORGANIZED AND CONVENIENT

Compact design for an easy fit where needed.



DISPENSER	COLOR	ITEM NUMBER
Toilet Tissue Caddy	Bamboo	45689 0330
Toilet Tissue Caddy	Marble	45689 0000
Toilet Tissue Caddy	Lava	45689 0350

REFILLS & SERVICE	R / S
- Page 118 -	45697 0000

SIMPLICITY AND STYLE TO ENHANCE ANY RESTROOM



PREMIUM TOILET TISSUE

Your customers will feel the love

- Thick and ultra-soft two-ply tissue
- Home-like quality
- More absorbent material means fewer sheets are needed per use
- Minimizing consumption makes it environmentally-friendly and cost-effective
- Larger roll size for fewer refills



*CINTAS PROPRIETARY RESEARCH ©2008

BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

In the eyes of your customers, availability of toilet paper is the #1 measure of restroom cleanliness*. Branch & Vine premium toilet tissue caddies and dispensers, along with other Branch & Vine products, are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your caddies and dispensers, ensuring they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

FACIAL TISSUE DISPENSER

Premium facial tissues



**FINISHES THAT
BRING THE
OUTDOORS IN**

*Nature-inspired
finishes take their
cues from classic
marble, soothing
bamboo, and
texture-rich lava*



Bamboo

Your restroom oasis starts here with the sleek serenity and warm appeal of bamboo.



Marble

Chic and timeless, marble brings a touch of luxury to any restroom.



Lava

Add instant texture and a hint of drama.

All finishes are made with a textured resin for a long-lasting natural look

Branch & Vine™

**MAKING THE
RESTROOM THE
BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

SOOTHING IN EVERY WAY

With Branch & Vine™ products, your customers will feel the difference in every detail, down to our facial tissues. Our stylish countertop tissue dispensers project a natural simplicity and sophistication, complemented by premium facial tissues that offer soft, gentle comfort.

Tissue Dispenser	
PREMIUM FACIAL TISSUE	
Sheet Size	8" x 8" (20.32cm x 20.32cm)
Sheets per box	86
Boxes per case	36
TISSUE BOX	
Height	4.38" (11.11cm)
Width	4.38" (11.11cm)
Depth	5" (12.7cm)
DISPENSER	
Height	6.5" (16.51cm)
Width	5.3" (13.46cm)
Depth	5.3" (13.46cm)



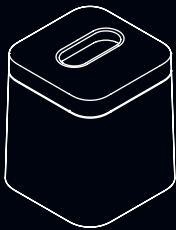
MINIMALIST DESIGN. MAXIMUM IMPACT.

Solving tissue issues.

- Replaces unattractive cardboard tissue boxes
- Gentle form contributes to an inviting ambience
- Convenient countertop display

EASY TISSUE REPLACEMENT

Stylish and
convenient cover
for your tissues.



SIMPLICITY AND STYLE TO ENHANCE ANY RESTROOM



PREMIUM FACIAL TISSUE

Feels special so your customers do, too.

Every restroom trip becomes a luxury experience.

- Home-like softness for high-end comfort
- Two-ply strength and absorbency
- Ultra-premium grade with eucalyptus fiber



DISPENSER	COLOR	ITEM NUMBER
Tissue Dispenser	Bamboo	45686 0330
Tissue Dispenser	Marble	45686 0000
Tissue Dispenser	Lava	45686 0350

REFILLS & SERVICE	R / S
- Page 120 - issues	45696 0000

BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine products are routinely refilled and replenished by Cintas service representatives. We manage your inventory and maintain your dispensers to ensure they are always full and functioning properly. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do stylish design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA

TRASH BIN

Easy liner refills



Branch & Vine™

**MAKING THE
RESTROOM THE
BEST ROOM**

Creating hygienic solutions with a touch of home and beautiful, nature-inspired design for restrooms of any style and size.

**HIDE TRASH.
SHOW OFF YOUR STYLE.**

Definitely not a throw-away piece. The Branch & Vine™ Trash Bin matches the natural simplicity and sophistication of our complete collection for a cohesive, stylish look. Smooth functionality encourages use by customers and employees, keeping floors and countertops clean for a healthier and more inviting restroom environment.



**STYLE AND
COLOR TO MATCH
THE ENTIRE
COLLECTION**

Branch & Vine Trash Bins complement our Bamboo, Marble, and Lava styles for a clean, cohesive look.



Gray

Warm gray continues the sleek, serene appeal of our Bamboo line.



White

Smooth white adds the perfect finish to our Marble collection.



Black

Rich black adds another modern hint of drama to our Lava style.

SPECS	Trash Bin
Height	21.3" (54.1cm)
Width	18.6" (47.24cm)
Depth	12.5" (31.75cm)



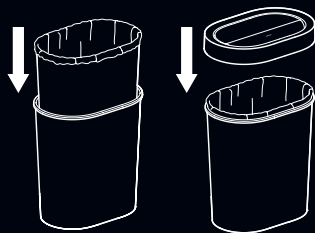
MINIMALIST DESIGN. MAXIMUM IMPACT.

Beauty in every bin.

- Magnetic closure swing lid ensures it's always closed
- Removable inner bin for easy spill clean-up
- Liner box holds and protects spare Signature Series liners
- Wall-mount or floor display
- Optional liner replenishment program

LINER REFILL

Easy to refill and secure liners.



DISPENSER	COLOR	ITEM NUMBER
Trash Bin	Gray	45692 0330
Trash Bin	White	45692 0000
Trash Bin	Black	45692 0350

REFILLS & SERVICE	R / S
- Page 122 -	27153

DISPLAY YOUR WAY

- 1 Wall-Mount
- 2 Floor Display

1



2



*Two options
for confident,
convenient
presentation.*

SIMPLICITY AND STYLE TO ENHANCE ANY RESTROOM



BRANCH & VINE™ REFILL SERVICE

Never worry about refills and inventory

Branch & Vine Trash Bin liners are routinely replenished by Cintas service representatives when you sign up for our optional liner refill program. We manage your inventory and maintain your Trash Bins to ensure they are always functioning properly and stocked with our Signature Series liners. Maintenance-free with no upfront investment required, this service saves you time and money and assists you in the essential restroom upkeep that demonstrates you celebrate your customers as much as you do premium design.

BRANCHANDVINE.COM | BRANCHANDVINE.CA



QUOTATION

5109 N National Dr
Knoxville, TN 37914
US
865-525-7132

Order Number	
1392535	
Order Date	Page
05/09/2025 12:43:03	1 of 1

Quote Expires On: 05/24/2025

Bill To:

town of ashland city

Ship To:

town of ashland city

1

Customer ID: 167405

PO Number					Ship Route	Taker		
						LAQUISHA.BISHOP		
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	CS		FJ19375 Public tissue	CS	64.88	64.88
				1.0	36/1000 Compact Coreless 2ply Bath Tissue	1.0		
1.00	0.00	1.00	CS		GPC-19379 Private tissue	CS	48.43	48.43
				1.0	18/CS Angel Soft Ultra Coreless TP	1.0		
1.00	0.00	1.00	CS		FJ43716 Private Soap Public option	CS	61.06	61.06
				1.0	3/1200 GP Pac Blu Ult Auto Foam Soap Dye	1.0		
1.00	0.00	1.00	CS		FJ89440 Private towel	CS	67.63	67.63
				1.0	6/700 Enmotion Br Roll Towel for Impulse	1.0		
1.00	0.00	1.00	CS		FJ42715 Private soap	CS	43.69	43.69
				1.0	2/1200ml Enmotion Gen2 Moist Gentle Foam	1.0		
1.00	0.00	1.00	CS		FJ26495 Public towel	CS	74.50	74.50
				1.0	6/1150 Pacific Blue Ultr Roll Towel Brn	1.0		

Total Lines: 6

SUB-TOTAL: 360.19

TAX: 0.00

AMOUNT DUE: 360.19

U.S. Dollars



QUOTATION

5109 N National Dr
Knoxville, TN 37914
US
865-525-7132

Order Number	
1392328	
Order Date	Page
05/09/2025 12:40:06	1 of 1

Quote Expires On: 05/24/2025

Bill To:

town of ashland city

Ship To:

town of ashland city

1

Customer ID: 167405

PO Number					Ship Route	Taker		
						LAQUISHA.BISHOP		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
Unit Size						Unit Size		
1.00	0.00	1.00	CS		DIXDUSSF5	CS	56.53	56.53
				1.0	24/40 FORK REFILL BLK DIXIE PLASTIC	1.0		
1.00	0.00	1.00	CS		DIXDUSST5	CS	56.53	56.53
				1.0	24/40 SPOON REFILL BLK DIXIE SERIES-T PL	1.0		
1.00	0.00	1.00	CS		DIXDUSK5	CS	56.53	56.53
				1.0	24/40 KNIFE REFILL, BLK DIXIE, SERIES-T	1.0		
1.00	0.00	1.00	CS		FJ32006	CS	71.20	71.20
				1.0	24/250 DIXIE ULTRA DISP NAPKINS EMB WHT	1.0		

Total Lines: 4

SUB-TOTAL: 240.79

TAX: 0.00

The minimum delivery fee is applied to orders under \$250

Under Minimum Delivery Fee: 19.95

AMOUNT DUE: 260.74

U.S. Dollars



Document ID: 1392328



COMMUNITY CONCERT PARTNER AGREEMENT

THIS AGREEMENT made as of the 10th of April, 2025 by and between:

THE CITY OF ASHLAND CITY, TN
(hereinafter referred to as "Presenter")

and

THE NASHVILLE SYMPHONY ASSOCIATION, INC.
(hereinafter referred to as "Artist")

For services of the Nashville Symphony (hereinafter referred to as the "Orchestra")

WITNESSETH:

1. **ENGAGEMENT:** Artist agrees to furnish its services (as outlined in this Agreement) and Presenter agrees to hire Artist for the following (collectively, the "Performance"):

<u>Date/Year</u>	<u>Time</u>	<u>Description</u>	<u>Location</u>
Saturday, June 14	7:33pm	Concert	Riverbluff Park

2. **ARTISTIC CONTROL:** Except as otherwise specifically stated in this Agreement, the soloist (if any), conductor, narrator, other artistic personnel, and length of the Performance shall be determined at the sole discretion of Artist. Presenter acknowledges that curtain speeches shall be kept to a bare minimum in length and shall be made only prior to the Performance "call time." Presenter further recognizes that members of the orchestra have varied religious beliefs and out of respect agrees that there will not be any formal prayers or other religious speeches unless Artist is given at least 45 days advance notice.
Per mutual agreement, concert length is to be approximately one (1) hour without intermission.

3. **REPERTOIRE**
Nathan Aspinall, conductor
Program to be determined

4. **REPLACEMENTS:** In case, by reason of sickness, accident or other unavoidable causes, any members of the orchestra, the conductor, or any other artistic personnel to be provided by Artist are unable to appear, Artist shall have the right to obtain a replacement for same in accordance with Artist's reasonable artistic judgment. It is understood and agreed that there will be no claim for damages by Presenter to this Agreement as a result of such placement by Artist.

5. **PRESENTER REQUIREMENTS:** As an essential part of this Agreement, Presenter agrees to provide and/or comply with all items listed below in this Paragraph 7. If Presenter refuses or neglects to provide or comply with all of the items in this Paragraph 7, Artist shall have the right to refuse to perform under this Agreement and Presenter shall pay the Compensation to Artist as provided for herein. Any questions about the details of this Paragraph 7 should be directed to Sonja Winkler, Sr. Director of Operations and Orchestra Manager of the Nashville Symphony, at 615.687.6547. Since many potential difficulties, with sufficient notice, can be resolved, please do not hesitate to call.

A. **Temperature Restrictions:** The temperature on stage at the time of the scheduled Performance must be at least sixty-five (65) degrees Fahrenheit and no greater than eighty (80) degrees Fahrenheit for indoor concerts, and at least sixty-five (65) degrees Fahrenheit and no greater than ninety-six (96) degrees Fahrenheit for outdoor concerts.

B. **Restrictions for Outdoor Performance:**

(i) No direct sunlight or rain may be falling on the musicians or their instruments.

(ii) It is understood that should extraordinary weather conditions during an outdoor Performance cause discomfort to musicians in a way which impairs their ability to perform their duties, the Presenter shall not contest any decision reached by Artist regarding the start, continuation or cancellation of the Performance.

(iii) Should adverse weather conditions cause the early termination of an outdoor Performance, the Performance will be considered completed if the intermission has been reached. The Compensation payable to Artist shall not be reduced in such an event. Artist and Presenter will attempt to reschedule the Performance if there is bad weather and the Performance has not yet reached the intermission.

(iv) The decision to move the Performance to an indoor alternate location must be made four (4) hours prior to the scheduled starting time of the Performance or the starting time of the Performance may be delayed. The decision to move the Performance inside will be made by Symphony Management (Sr. Director of Operations, designee or Stage Manager) in consultation with the Presenter. The alternate indoor site is subject to the provisions as set forth on Exhibit "A" which is attached hereto and part of this Agreement by this reference.

(vi) In the event of an advanced cancellation of the Performance due to inclement weather, should the Artist be notified of cancellation prior to 1PM CST on the day of the performance, all Artist fees are waived.

C. **Electrical Power Requirements:** The Presenter shall supply at least six (6) separate, independent 20-amp circuits located on stage to provide electricity to run Artist's sound system, fans, stand lights,

stage lights and other equipment. The electrical power is to be installed and operational at least six (6) hours prior to the scheduled Performance starting time and left on up to three (3) hours after the Performance. If lines are fused (not on circuit breakers), adequate spare fuses must be made available to Artist.

D. **Staging and Hospitality Requirements:**

- (i) Artist's equipment will arrive approximately five (5) to six (6) hours prior to the scheduled starting time of the Performance. The Performance site must allow the truck full access to the staging area (truck is 13 feet tall). Presenter must provide in advance any necessary parking passes and/or permits for the truck to reach the staging site and provide for a suitable parking place for the truck during the Performance with immediate access to the stage after the Performance.
- (ii) At concert sites for Performances that are more than fifty-five (55) miles one way outside of Nashville, Tennessee, Presenter will provide, at Presenter's own expense, a minimum of four (4) stage hands over the age of sixteen (16) which are capable of lifting a minimum of one hundred (100) pounds to assist Artist in moving equipment. The stage hands will be available at the staging area where the Performance is to occur at least six (6) hours prior to the scheduled Performance, and for up to three (3) hours after the Performance. The stage hands shall be provided at Presenter's cost and Artist shall have no liability whatsoever in connection with any injuries or loss the stage hands may incur in connection with their duties as provided in this Agreement.
- (iii) Presenter agrees to provide a performance area suitable to accommodate each member of Artist. A suitable, flat surface, preferably wooden, is necessary and the performance area must be accessible to any and all persons with reasonably accommodated handicaps. Upon Presenter's request, the Stage Manager of the Nashville Symphony will provide Presenter with an example and instructions for building a suitable stage. Stage and surrounding areas shall be available to Artist at least six (6) hours prior to the start of the Performance. Artist will call to confirm arrival time and upon arrival a person able to answer questions about the stage, power, weather, and the concert in general, must be present at the staging area. If all the provisions of this paragraph 7C (iii) are correct and everything is operational, this person need not stay through the entire load-in.
- (iv) On the day(s) of the Rehearsal(s) and Performance, Presenter shall provide Artist with eighty (80) reserved parking spaces and/or adequate reserved parking for one commercial charter bus, within reasonable distance of the performance venue.
- (vii) At least one (1) on-site restroom shall be available six (6) hours before the scheduled starting time of the Performance and for three (3) hours after the Performance. Said restroom must be accessible to any and all persons with reasonably accommodated handicaps. If portable facilities are provided, Presenter agrees to provide enough water for washing hands, handy wipes, soap dispenser and paper towels.

- (vii) Presenter will provide Artist with three (3) dressing rooms: one (1) room for the Concertmaster; one (1) room for the Conductor; and one (1) large room for the orchestra. The dressing rooms shall have fully functioning and stocked bathroom facilities. If the dressing rooms are small, additional secure rooms shall be provided by the Presenter for musicians' cases. Dressing rooms, restrooms, and stage area must be accessible to any and all persons with reasonably accommodated handicaps.
- (vii) Presenter shall provide one (1) five-gallon cooler of ice water with disposable cups on the day(s) of the Performance for stage crew at time of load-in. Presenter shall provide, no later than one (1) hour prior to service call time, chilled bottled water for Concertmaster and Conductor dressing rooms, and a minimum of 100 chilled bottled of water for Orchestra. If a meal is to be provided, the finalized catering menu is to be determined solely by Artist.

E. **Starting Time and Intermissions:** It is the policy of Artist to start concerts at printed concert time. As a general rule, concerts may, at Artist's discretion, include one (1) fifteen (15) minute intermission. If any delay caused by the acts or omission of Presenter creates a threat of the Performance time exceeding two and one-half (2½) hours or if any segment threatens to exceed ninety (90) minutes without a break, Presenter shall reimburse Artist for any overtime wages, taxes and benefit expenses incurred by Artist within thirty (30) days following Presenter's receipt of an invoice from the Artist for such. Artist reserves the right to take such measures as might be required to avoid overtime penalties up to and including the truncation and/or cancellation of concert activities.

8. **RELATIONSHIP OF THE PARTIES:** The parties are entering this Agreement as independent contractors, and shall not hold themselves out as otherwise. Nothing contained in this Agreement shall be deemed to constitute the parties as partners, co-ventures, employer and employee, or principal and agent. Neither party may incur any debts or obligations on the part of the other.

9. **PUBLIC RELATIONS, MEDIA, ADVERTISING, PROMOTION AND PROGRAM:**

A. Artist grants Presenter the right to use the name of Artist and the names, still likenesses and biographical material of the conductor and the members of the Orchestra solely in connection with the Performances for informative purposes and to publicize and advertise the Performance.

- (i) Artist shall be billed in all advertising, publicity and promotion materials relating to the Performance as:

NASHVILLE SYMPHONY (100% billing)

Conductor (75% billing) nashvillesymphony.org/615.687.6400

- (ii) Presenter agrees to use only photographs, logos (no smaller than 150 pixels wide) and likenesses furnished by Artist without any revision or modifications whatsoever.

- (iii) Presenter agrees to furnish advance proof of all advertising, publicity and promotion materials to Artist (at email address proofs@nashvillesymphony.org) not less than 48 hours prior to printing or publication for Artist's approval.

- (iv) Presenter agrees to indemnify or reimburse Artist for any payments which may be required as a result of such use under any applicable contract with the American Federation of Musicians.

B. Artist may elect to furnish copy for the Performance, which is to be printed and distributed by Presenter. Artist shall send to Presenter four weeks prior to the Performance or in accordance with Presenter's print deadlines program copy, which shall include full billing for each program and biographies of Artist. Presenter agrees to print and distribute a sufficient number of house programs, using said copy in full without revision, at its own expense. Presenter agrees to furnish advance proof of house programs to Artist not less than 48 hours prior to printing or publication for Artist's approval.

Presenter agrees to print the following language at the bottom of the program page:

The use of video or audio recording equipment and/or flash cameras is strictly prohibited.

- C. Presenter agrees to provide for all customary and appropriate credit and acknowledgment to Artist's sponsor in all printed materials pertaining to the Performance, which may include but not be limited to the house programs, posters, leaflets, press releases and statements, as well as broadcast publicity (including radio and television interviews) and any other coverage stimulated by the Presenter. Where included throughout the program, the Artist's sponsor credit must be equal in size to any other sponsor listed in the program. No sponsor secured by the Presenter shall receive larger or more prominent credit than Artist's sponsor.

- D. ~~Presenter shall, at its own expense, print all tickets for admission, pay postage and/or express mail charges on all printed matter, and pay for the necessary advertising of the Performances and bear all other expenses in connection with the promotion of the Performance. Presenter further agrees to provide at its own expense, ticket sellers, ticket takers, ushers, and to furnish and pay for all licenses (including, without limitations, for the use of any copyrighted materials) or permits that may be required for the Performance. Presenter shall notify Artist at least one week prior to ticket on sale date of any planned promotional activities, including but not limited to presale events and public announcements.~~
- E. All radio and broadcasting rights in connection with the Performance are hereby expressly reserved by Artist. Presenter agrees that no radio or recording apparatus or sound transmitting device shall be installed or used in any manner, shape or form, in the Performance without prior written consent from Artist. Presenter shall eject any and all patrons using camera flashes, audio and/or video recorders during the Performance. If Presenter does not eject such patrons, then within thirty (30) days after receiving an invoice from Artist for such, Presenter shall pay Artist a sum equal to ten percent (10%) of the Compensation due to Presenter's breach of this Agreement.
10. **INSURANCE:** Presenter shall have in effect a policy of commercial liability insurance that shall cover Artist and any personnel of Artist against any loss or damage incurred by them in connection with the Performance.
11. **FORCE MAJEURE:** If the performance of this Agreement by either Artist or Presenter shall be prevented by act of God, fire, explosion, flood, war, riot, epidemic, insurrection, national emergency, interruption or delay of transportation or service, inclement weather or the acts or regulations of public authorities or labor unions, labor difficulties, strikes, or any cause beyond their respective reasonable control, both parties to this Agreement shall be respectfully relieved of their obligations hereunder. With respect to the Performances prevented due to any of the aforementioned reasons, Artist will attempt to reschedule the Performance within a twelve (12) month period of the Performance at a mutually agreed upon time but Artist shall be under no obligation to do so at any time.
12. **MODIFICATION/WAIVER:** No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed by both parties. Failure of either party to insist, in any one or more instances, upon strict performance of any of the terms and provisions to be performed on the other party's part shall not be considered as a waiver or relinquishment of any such term or provision, and the same shall continue in full force.
13. **ASSIGNMENT:** This Agreement is personal to the parties hereto and may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, it shall be binding upon and inure to the benefit of the parties hereto and the heirs, personal representatives and permitted successors and assigns of Artist and of the Nashville Symphony.
14. **AGREEMENT:** This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the state of Tennessee applicable to agreements made and to be wholly performed therein without regard for conflict of laws principles. The venue for any action, suit or proceeding arising from or based upon this Agreement shall be the appropriate state and federal courts located in the county of Davidson in the State of Tennessee. Accordingly, the parties agree that any action, suit or proceeding arising from or

based on this Agreement shall be commenced in and determined by those appropriate state and federal courts located in Davidson County, Tennessee. If any provision of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all other provisions shall continue in full force and effect. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, arrangement, understanding, warranty or representation, whether oral or written, express or implied, and may not be amended except in writing signed by both parties hereto. Presenter warrants, represents and covenants that Presenter has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first indicated above.

“PRESENTER”:

AC Clark
Benefits, Inc.
ADDRESS:
CITY, STATE ZIP:

Email: ACClark@ashlandcitytn.gov

Signed

Date

“ARTIST”:

Kimberly Kraft McLemore
Interim General Manager
One Symphony Place
Nashville, TN 37201

Email: kmclemore@nashvillesymphony.org

Signed

Date



Exhibit A: Summary of Marketing Assets

Official Nashville Symphony 2022 Summer Community Concert Host Site

- Recognition as an official host at one (1) 2022 Nashville Symphony Summer Community Concert with the Nashville Symphony Orchestra and conductor
- Permission to use Nashville Symphony logo and marks to promote the concert on organization's PR, marketing and media channels
- Receive tax letter for 501(c)(3) donation

Exterior Venue Exposure

- PA stage announcement recognition during sponsored concert date and ability for NAME OF SPONSOR representative to welcome and address community from the stage

Print and Digital Exposure

- Promotional logo inclusion for *InConcert* program magazine, collateral and other select Nashville Symphony pre-event promotion media and marketing channels for 2022 summer community concert series
- Rotating promotional inclusion on select Nashville Symphony digital/website, e-mail blast, social media, and PR exposure promoting summer community concert series
- Recognition on the corporate partner web page

Tickets & Hospitality

- Four (4) tickets total and hospitality to sponsored Schermerhorn Symphony Center concert, including exclusive membership to Founders Hall, with access to our high-end donors and VIP season ticket holders, pending availability for the duration of the season
- Invitation for two (2) to the Stradivarius Society Dinner (date to be determined), an exclusive annual event honoring the Symphony's dedicated patrons
- Discounted Nashville Symphony "Insider" corporate ticket program for organization employees and clients