



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

May 10, 2022 6:00 PM

Agenda

Mayor: Steve Allen

Vice Mayor: JT Smith

Council Members: Tim Adkins, Gerald Greer, Chris Kerrigan, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) April 26, 2022 Special Called City Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS

3. Court Discussion
- [4.](#) Ordinance: Amending Hotel/Motel Tax
- [5.](#) Ordinance: Budget Amendment #8 (ADA Improvements)
- [6.](#) Ordinance: Rezone Request 064-011.01

NEW BUSINESS

7. Flex Time Discussion
- [8.](#) License Plate Detection Agreement
- [9.](#) LIHWAP Agreement
- [10.](#) Oshkosh Agreement
- [11.](#) BadgePass
- [12.](#) Cumberland Securities MA Agreement
- [13.](#) City Attorney Contract
14. Retirement Policy
- [15.](#) Resolution: Updating Personnel Policies - Protective Footwear
- [16.](#) Resolution: Updating Personnel Policies - Dress Code
- [17.](#) Resolution: Updating Section III Leave
- [18.](#) Resolution: Interim Parks Director Pay Adjustment
- [19.](#) Ordinance: Budget Amendment #9
- [20.](#) Ordinance: Amend Water and Sewer Rates
- [21.](#) Ordinance: Amend Ordinance #551
- [22.](#) Ordinance: Adopting the Annual Budget and Tax Rate for Fiscal Year 2022-2023

**OTHER
ADJOURNMENT**

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



TOWN OF ASHLAND CITY
Special Called City Council Meeting
April 26, 2022 5:30 PM
Minutes

CALL TO ORDER

Vice Mayor Smith called the meeting to order at 5:30 p.m.

ROLL CALL

PRESENT

Vice Mayor JT Smith
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Chris Kerrigan
Councilman Kevin Thompson
Councilman Tony Young

ABSENT

Mayor Steve Allen

PLEDGE AND PRAYER

Councilman Adkins led the pledge and prayer.

APPROVAL OF AGENDA

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. April 12, 2022 Council Meeting Minutes

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the April 12, 2022 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

OLD BUSINESS

2. Ethics Complaint

Ms. Noe stated that she emailed her findings on the code of ethics violation. She stated that she has been the City Attorney since 1997 and this is the hardest thing we have ever asked her to do. Ms. Noe stated that two (2) employees had made complaints and both were made by department heads against the Mayor. She stated that they were brought up under the Code of Ethics which is in the personnel policy and the Municipal Code. Councilman Greer asked Ms. Noe to read the report for the record. Ms. Noe stated that she was there to do whatever the Council wanted her to do and she read her report to the Council. Councilman Greer thanked Ms. Noe for reading the report. He stated that there has been a lot of breach of trust and there is only one way for the employees to heal. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, demanding the immediate resignation of Mayor Allen. Voting Yea: Vice Mayor Smith, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilman Thompson, Councilman Young. Ms. Noe stated that it would still be the Mayor's decision if he chooses to do that. Councilman Greer asked if there was a way that the Council could suspend his powers as Mayor until there is a resolution on this. Ms. Noe stated that as part of an ouster proceeding it is supposed to be given priority on the court's docket, however, our court's docket is inundated due to COVID. She stated that there can be a request made for one of our Chancellors to go ahead and strip him of those powers after appropriate notice is given to the Mayor and his attorney. Councilman Adkins asked when the ouster would be filed. Ms. Noe

stated that it is a process and she has met with the District Attorney and discussed the process. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to allow the City Attorney to start the process of removing the Mayor's powers as soon as possible. Voting Yea: Vice Mayor Smith, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilman Thompson, Councilman Young.

NEW BUSINESS

None.

OTHER

None.

ADJOURNMENT

A motion was made by Councilman Thompson, seconded by Councilman Young, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 5:51 p.m.

MAYOR STEVE ALLEN

CITY RECORDER ALICIA MARTIN, CMFO

ORDINANCE NO.

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE
AMENDING ORDINANCE #529 HOTEL-MOTEL TAX**

WHEREAS, the Tennessee Legislature recently amended TCA §67-4-1402 via Public Chapter No. 496 (HB1515/SB1030) which provides that any occupancy tax levy must not exceed four percent (4%) of the consideration charged for the space, unless a levy or authorization to levy an amount in excess of four percent (4%) existed prior to July 1, 2021 and the hotel-motel tax may be imposed by the local government; and

WHEREAS, the Town of Ashland City, Tennessee currently imposes a hotel-motel tax in the amount of two- and one-half percent (2.5%) of the consideration charged by the operator; and

WHEREAS, the Mayor and Council of the Town of Ashland City, Tennessee would like to increase the current imposed hotel-motel tax of two- and one-half percent (2.5%) in accordance with TCA §67-4-1402 to four percent (4%).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that a four percent (4%) hotel-motel tax shall be imposed; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect twenty (20) days after final passage, the public welfare requiring it.

First Reading: April 12, 2022
Public Hearing: April 12, 2022
Second Reading: May 10, 2022

ATTEST:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$77,000 to the General Fund for the ADA Improvement Bid at Johns Park.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Finance Department	\$6,125,295.00	\$6,202,295.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 011.01 OF CHEATHAM COUNTY TAX MAP 064, LOCATED ON HIGHWAY 12 SOUTH

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

WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said subdivision; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

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

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

The parcel included on Tax Map 64, Parcel 011.01, located on Highway 12 South be rezoned from R-4 PUD (High Density Residential) district to the R-1 (Low Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of April 2022. This area to be zoned R-1 is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on April 4, 2022.

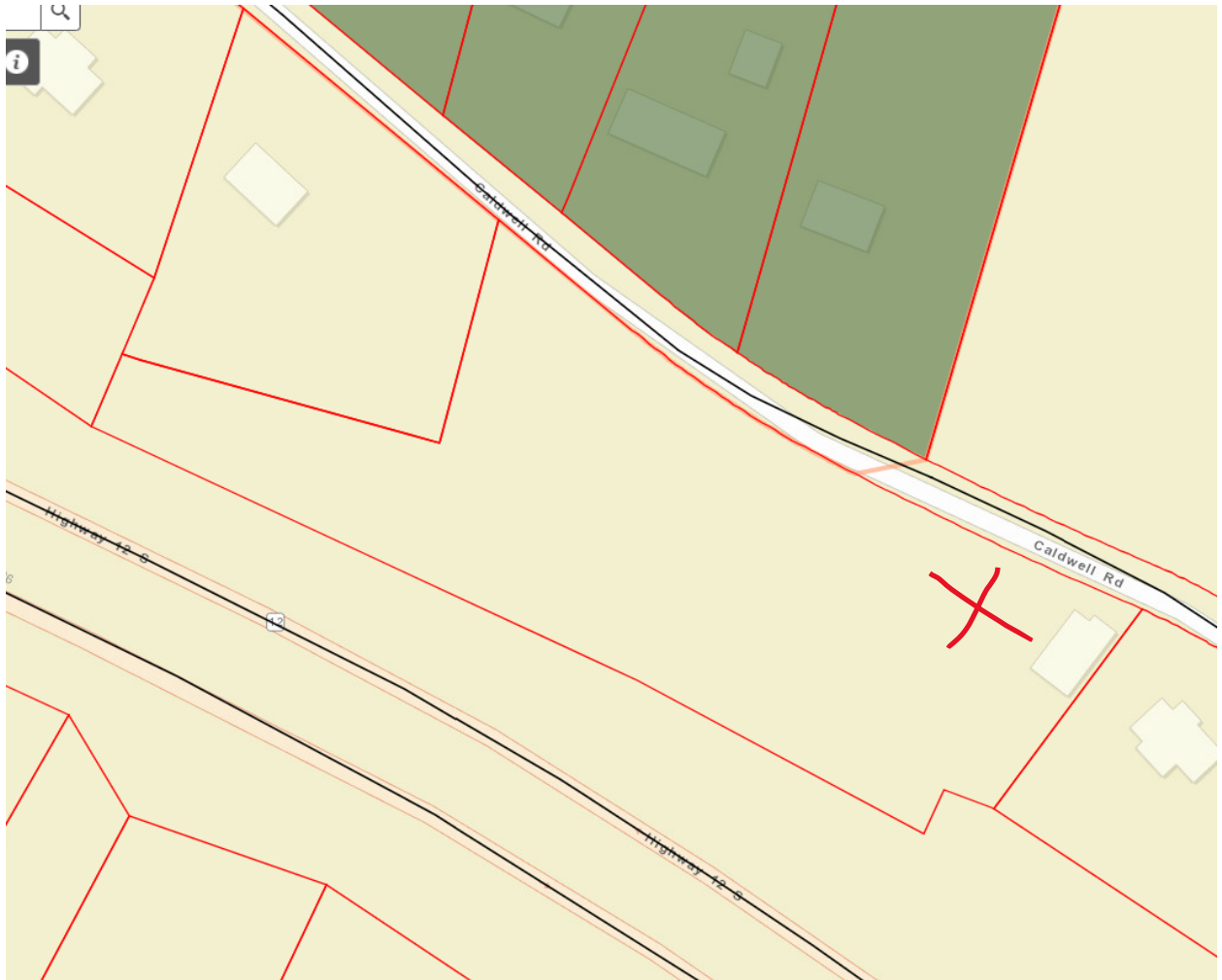
First Reading April 12, 2022

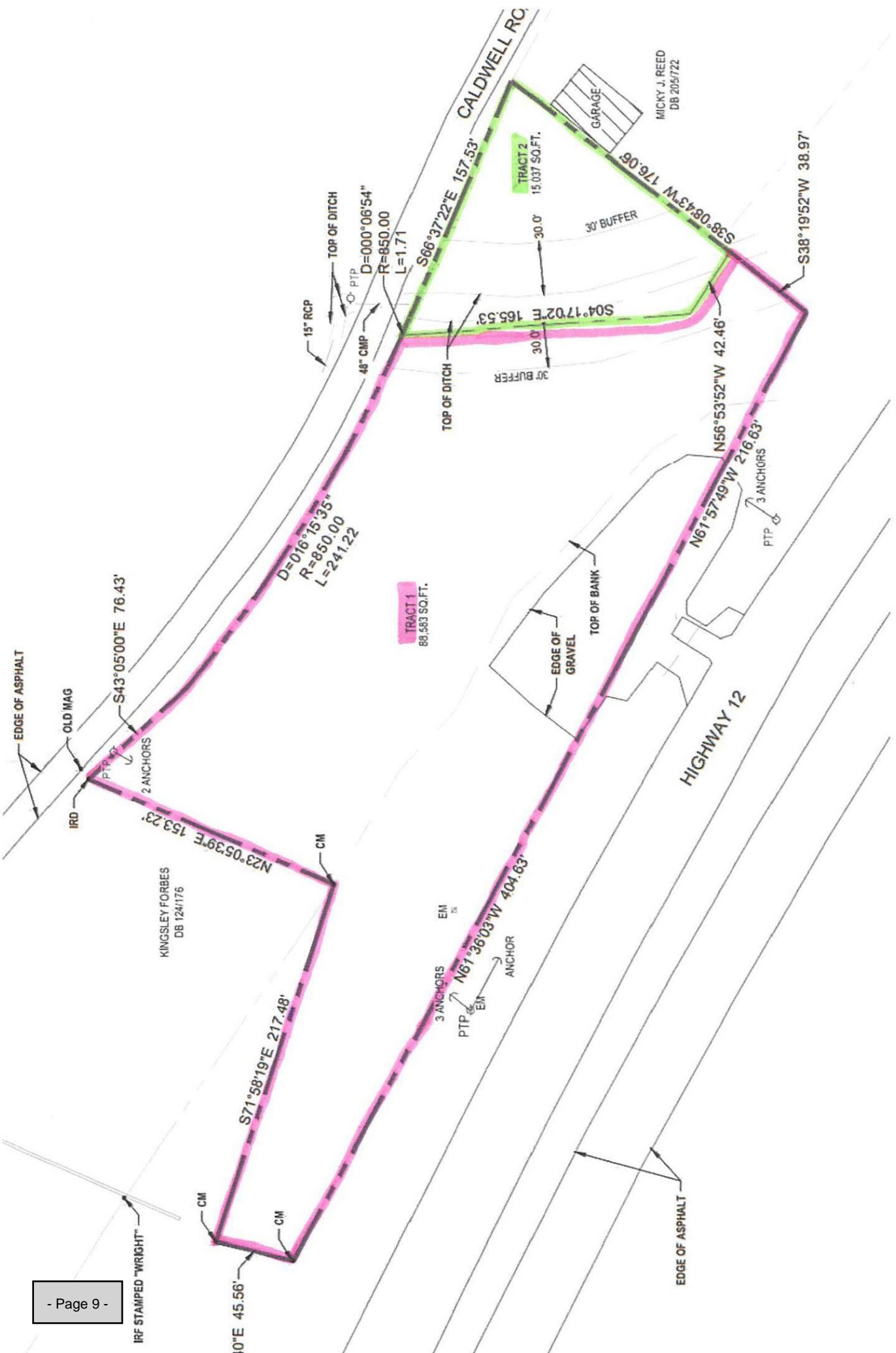
Second Reading May 10, 2022

ATTEST:

Mayor Steve Allen

City Recorder Alicia Martin CMFO





**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: TN - Ashland City Legal Entity Name:	Contact Name: Kenny Ray
Address: 101 Court St Ashland City, Tennessee 37015	Phone: (615) 792-5618 E-Mail: kenny.ray@ashlandcitytn.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	\$350.00	1.00	\$350.00
Falcon Camera	\$2,500.00	1.00	\$2,500.00

(Includes one-time fees)

Year 1 Total \$2,850.00

Recurring Total: \$2,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: TN - Ashland City

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency ’s account that have been impacted.

2.7 Installation Services.

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be

deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“*Monitoring Services*”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“*On-Site Services*”) in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency’s consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its Agency s, (b) the competitive strength of, or market for, Flock’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not are its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b **Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND

FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY,

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT
FOR PARTICIPATION IN
LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) BETWEEN**

(Printed Name of Water Vendor/Supplier or Public Housing Authority (“Vendor”))

AND

(Printed Name of Local LIHWAP Agency (“LIHWAP Agency”))

THIS AGREEMENT is by and between Vendor and LIHWAP Agency for the provision of water and/or wastewater assistance to low-income households. In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Vendor type.

- Independent**
- Municipality**
- Cooperative**
- Public Housing Authority**
- Other:** _____

B. Vendor agrees to the following conditions and terms:

- 1.** To participate in the Low Income Household Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
- 2.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services.
- 3.** To apply benefit check or voucher amounts to the water related accounts of eligible and certified households.
- 4.** To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household.

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5. To record the LIHWAP payments in Vendor's books as a credit to the LIHWAP households' current active water account.
6. To refund, upon receipt, any LIHWAP credit balances to the LIHWAP Agency who made the payment on behalf of the household.
7. To provide, at no cost, a household's water consumption history for the previous twelve (12) months, or available history.
8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
9. To permit and cooperate with State and/or Federal investigations undertaken in connection with the American Rescue Plan Act of 2021 SEC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHWAP Agency.

C. The LIHWAP Agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHWAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
2. To provide guidance to Vendor during the implementation and operation of the LIHWAP Program.
3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the LIHWAP Agency for eligible households according to LIHWAP guidelines.

D. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment

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practices of Vendor or LIHWAP Agency. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Either party may terminate this agreement by giving a written fifteen (15) day notice.
3. LIHWAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is _____, and the ending date shall be _____.
5. The execution of this Agreement by Vendor to participate in LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.
6. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

(1) Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

[SIGNATURE PAGES TO FOLLOW]

VENDOR:

PRINTED NAME OF VENDOR

SIGNATURE OF DIRECTOR/BUSINESS MANAGER

DATE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

DUNS Number (If Applicable)

LIHWAP AGENCY:

PRINTED NAME OF LIHWAP AGENCY

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

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DATA USE AGREEMENT

THIS DATA USE AGREEMENT (this "*Agreement*") is effective as of the date all of the Parties have signed below (the "*Effective Date*") and is made by and between Oshkosh Corporation and its subsidiaries ("*Company*"), PACCAR Engine Company and its affiliates (collectively, "*PACCAR*"), and the customer identified below ("*Customer*"). Company, PACCAR, and Customer are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Customer will acquire and operate certain fire apparatus and related equipment (the "*Customer Apparatus*");

WHEREAS, Customer is willing to permit Company and PACCAR to collect and use data relating to the Customer Apparatus (the "*Data*") for the purposes of designing and commercializing vehicles, such as fire apparatus, and associated components, such as engines (the "*Purpose*"), subject to the terms and conditions of this Agreement;

WHEREAS, the Parties desire to have the use of Data and other Proprietary Information (as defined below) provided hereunder governed by this Agreement rather than any other confidentiality or other agreements that may exist between them; and

WHEREAS, each undersigned Party (each, a "*Receiving Party*") understands that one or both of the other Parties (each, a "*Disclosing Party*") have disclosed, may disclose, or may permit to be collected Data and related confidential information, which may include confidential information relating to the Disclosing Party's business, including, without limitation, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products, equipment and services (including chemical formulae and compositions), as well as names and expertise of employees, consultants, customers and prospects, know-how, ideas, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "*Proprietary Information*" of the Disclosing Party. Proprietary Information shall include a Disclosing Party's trade secrets, as defined under applicable laws, if such trade secrets are identified to the Receiving Party in writing as trade secrets at the time of disclosure ("*Trade Secrets*") (if not so identified, such information shall still be considered Proprietary Information under the terms of this Agreement but shall not be afforded the protections of those sections of this Agreement applicable to Trade Secrets).

NOW, THEREFORE, in consideration of any access each Party may have to Proprietary Information of the other Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Company and PACCAR shall coordinate to provide and install hardware onboard the Customer Apparatus to collect Data. The installation of such hardware will not impact the warranty Company provides for the Customer Apparatus in any way whatsoever.
2. Company and PACCAR shall coordinate to collect Data from the Customer Apparatus. Specifically, PACCAR shall contract with a third party ("*Third Party*") to transmit Data from the Customer Apparatus to a cloud-based data platform and then from the cloud-based data platform to PACCAR. PACCAR shall bear all costs associated with installing the hardware, removing the hardware, and collecting, storing, transmitting, and its use of the Data. Customer is solely responsible for (i) notifying users of the Customer Apparatus of the existence and terms of this Agreement and (ii) obtaining any consents and authorizations of such users as may be necessary for PACCAR and Company to collect, store, transmit, and use the Data under this Agreement. As between the Parties, PACCAR shall be solely responsible for, and hereby agrees to indemnify and hold harmless Company and Customer for, any third-party claims arising from both (a) cybersecurity breaches or privacy violations caused by, or attributed to, Third Party or PACCAR and (b) the collection, storage, and use of Data by PACCAR or Third Party under this Agreement. As between the Parties, Company shall be solely responsible for, and hereby agrees to indemnify and hold harmless PACCAR and Customer for, any third-party claims arising from both (a) cybersecurity breaches or privacy violations caused by, or attributed to, Company and (b) the collection, storage, and use of Data by Company under this Agreement. Neither PACCAR nor Company will attempt to identify any person whose information is contained in any Data or attempt to contact those persons.
3. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information

or any information derived therefrom to any third person, except outside consultants or professional advisors with confidentiality obligations as protective as those contained herein, (iii) not to make any use whatsoever at any time of Proprietary Information except as permitted under this Agreement, (iv) except as permitted under this Agreement, not to decompile, disassemble or reverse engineer any such Proprietary Information, and (v) not to copy or reproduce such Proprietary Information except as contemplated under this Agreement. Any employee, officer or director of the Receiving Party given access to any Proprietary Information must have a legitimate "need to know" and the Receiving Party shall be responsible for any breach thereby. The Disclosing Party agrees that the foregoing clauses (i), (ii), (iii), (iv) and (v) shall not apply with respect to any Data or information that PACCAR divulges to, transfers to, or shares with any governmental agency or any information that the Receiving Party can document (a) is or becomes generally available or known to the public through no breach of this Agreement, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party having no obligation of confidentiality, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding, if allowed by such request for disclosure. Use of the Proprietary Information shall be governed by this Agreement rather than any other confidentiality or other agreements that may exist between the Parties.

4. Customer hereby grants Company and PACCAR a nonexclusive license to access, copy, and use the Data in accordance with the Purpose and in furtherance thereof. Customer hereby grants Company and PACCAR a nonexclusive, perpetual, and irrevocable license to access, copy, and use any analyses, compilations, statistics, or other derivative works of the Data (collectively, the "*Work Product*") or other insights gained or developed by Company or PACCAR through use of the Data.
5. PACCAR hereby grants to Company a nonexclusive, perpetual, and irrevocable license to access, copy, and use any Work Product, including any intellectual property associated therewith, in furtherance of the Purpose. PACCAR shall promptly disclose to Company any of its Work Product. Company hereby grants to PACCAR a nonexclusive, perpetual, and irrevocable license to access, copy, and use any Work Product, including any intellectual property associated therewith, in furtherance of the Purpose. Company shall promptly disclose to PACCAR any of its Work Product.
6. To enable the Disclosing Party to disclose "technical data" to the Receiving Party in compliance with the requirements of the U.S. Commerce Department's Export Administration Regulations, the Receiving Party hereby gives its assurance to the Disclosing Party that the Receiving Party will not knowingly, unless prior written authorization is obtained from the Disclosing Party and the U.S. Commerce Department, export, re-export or otherwise disclose, directly or indirectly, any "technical data" (or computer software and any related documentation) received from the Disclosing Party which is not otherwise available to the general public, nor allow the direct product thereof to be shipped, directly or indirectly, to any of the countries (published on the restrictive list promulgated and amended from time to time by the U.S. Department of Commerce). Notwithstanding any other provision of this Agreement, this Section 6 shall survive any termination or expiration of this Agreement.
7. Promptly upon a written request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or destroy all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies thereof, except with respect to (i) any Work Product, (ii) any insights gained or developed by Company or PACCAR through use of the Data, (iii) Proprietary Information residing on any disaster recovery or business continuity systems of the Receiving Party, and (iv) any Proprietary Information that has been divulged to, transferred to, or shared with any governmental agency. Except as otherwise provided herein, upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing Proprietary Information (including all copies thereof), other than Work Product, have been returned to the Disclosing Party or destroyed except as otherwise provided herein. The Receiving Party understands that nothing herein requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party.
8. In the event Proprietary Information is disclosed in the form of a physical sample of a product, chemical or substance ("*Sample*"), the Disclosing Party shall provide the Receiving Party with a Material Safety Data Sheet ("*MSDS*") and/or Safety Data Sheets ("*SDS*") for the Sample or shall otherwise advise the Receiving Party as to the safe and environmentally responsible use, handling, storage, transportation and disposition of the Sample.
9. Nothing herein requires any Party to proceed with any proposed transaction or commercial relationship in connection with which Proprietary Information may be disclosed. No proposed transaction shall be binding upon any Party unless embodied in a mutually satisfactory written agreement executed by both Parties, each at its own discretion.

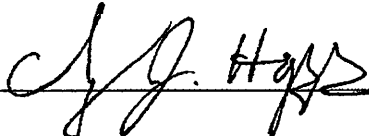
10. This Agreement is intended to encompass the subsidiaries and affiliates of the Parties hereto. For the purposes of this Agreement, the term "Subsidiary" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. Consequently, any Party or its subsidiaries and affiliates may disclose Proprietary Information to the another Party or its subsidiaries and affiliates, and any Party or its subsidiaries and affiliates may receive Proprietary Information from the another Party or its subsidiaries and affiliates. The terms "Disclosing Party" and "Receiving Party" shall include subsidiaries and affiliates of the Parties hereto with respect to Proprietary Information disclosed or received. The rights and obligations of the Parties hereto shall inure to the benefit of their respective subsidiaries and affiliates and may be directly enforced by same.
11. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION UNDER THIS AGREEMENT. As an exception to the foregoing, the Disclosing Party warrants that Proprietary Information disclosed in the form of product formulations is complete and accurate, and acknowledges that Receiving Party may rely upon it for purposes of environmental compliance.
12. No license to a Party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Proprietary Information. No representation, warranty or assurance is made by any Party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or rights of third parties.
13. The Parties' obligations under this Agreement will continue for a term of three (3) years from the date of the last disclosure in writing at which time, unless Customer has requested the return of the Data pursuant to Section 7, the license set forth in the first sentence of Section 4 shall become perpetual and irrevocable; provided, however, that with respect to Trade Secrets, Receiving Party shall remain bound by the terms and conditions of this Agreement for as long as such information continues to constitute Trade Secrets.
14. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.
15. Nothing in this Agreement (or confidentiality obligations related to it) prohibits a Party from reporting suspected illegal conduct to an appropriate law-enforcement agency, requires advance permission or notification to the other Parties before doing so, prohibits cooperating in an investigation conducted by such a government agency, or prohibits any disclosure that is protected under the whistleblower immunity provisions of the Defend Trade Secrets Act, 18 USC § 1833(b).
16. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of Delaware without regard to conflicts of law principles. In the event of any dispute arising under or in connection with this Agreement, the Parties submit to the jurisdiction of the state and federal courts of the State of Delaware. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by an authorized representative of the Parties specifically referencing the Agreement. Shrink wrap and click wrap terms and conditions related to the subject matter hereof shall be null and void. Notices hereunder will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier or fax with confirmation of receipt, to the addresses appearing below. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and fees (including reasonable attorneys' fees and expert witness fees) incurred in connection with such action. The individual executing this Agreement on behalf of the legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is a valid and binding obligation upon such entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

PACCAR Engine Company

Oshkosh Corporation

Signature: 
Name: Charley J. Hopp
Title: Program Manager
Date: 3-31-2022

Signature: _____
Name: _____
Title: _____
Date: _____

Customer

Customer Name: Ashland - Pierce job 35865
Signature: _____
Signatory Name: _____
Title: _____
Date: _____



280 Trace Colony Park Dr
Ridgeland, MS 39157
Phone: 601.499.2131
www.badgepass.com

PROPOSAL

Prepared for:

Jake Greer

Ashland City Police Department

Prepared by:

Lauren Woodford



BadgePass
 280 Trace Colony Park
 Ridgeland, MS 39157
 United States

T: 601.499.2131

Prepared for Ashland City Police Department
 Jake Greer
 233 Tennessee Waltz Pkwy
 Ashland City, TN 37015
 United States

T: 615-792-4211
 E: jgreer@ashlandcitytn.gov

Quote #	1715 v3
Date	04/26/2022
Expires	05/20/2022
Contact	Lauren Woodford

ACCEPT QUOTE

Ashland City BadgePass ONE Quote (Monthly)

BadgePass ONE Setup Fee

One-Time Fees

Item	Qty	Price	Total
BadgePass ONE Initial Setup & Configuration	1	\$250.00	\$250.00
One-Time Subtotal			\$250.00

BadgePass ONE Subscription

Monthly Fees

Item	Qty	Price	Total
BadgePass ONE Subscription (Up to 200 Records)	1	\$52.00	\$52.00

Subscription includes software, support, hosting of up to 200 records and the ability to print up to 200 cards per year.

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal **\$52.00**

GoPrint

One-Time Fees

Item	Qty	Price	Total
<input type="checkbox"/> BadgePass ONE GoPrint Printing Service (Per Print) <i>Optional</i> Shipping per card is included: Standard 3-5 business days.	1	\$7.00	\$0.00
			Not Selected

One-Time Subtotal **\$0.00**

Summary

Please contact us if you have any questions.

Total One-Time	\$250.00 USD
Total Monthly	\$52.00 USD

ACCEPT QUOTE

Terms and Conditions

Taxes and shipping not included in price estimate.

Upon acceptance of this quote, a BadgePass ONE account will be created with an initial user. The initial user will receive an e-mail to activate the account and add payment method (credit card o. Payment will be automatically processed when subscription agreement and any printer plan agreement(s) are signed during account activation. Billing cycle date will be set to the date the master agreement is signed. If printer plans are added at a later date and/or subscription package is adjusted through the portal, payment for those changes will occur at that time.

Subscription agreement is for 36 months, with payment occurring monthly. If the subscription is cancelled prior to 36 months, a cancellation fee will be applied. The cancellation fee decreases each month that the user is subscribed to BadgePass ONE. Cancellation fees can be viewed in the portal at any time.

Printer plan overages and/or subscription overages will be charged monthly on the billing cycle date established during account creation following the month they occurred in.

Customer must provide a DHCP-enabled ethernet connection with internet access for the Connect card printer to work correctly. If MAC filtering is enabled, the customer will need to add the Connect printer's MAC address to the network's allowed devices list to enable use. Please contact our technical support team with any questions or concerns on connectivity.

MUNICIPAL ADVISORY AGREEMENT
BETWEEN
TOWN OF ASHLAND CITY, TENNESSEE
AND
CUMBERLAND SECURITIES COMPANY, INC.

THIS AGREEMENT entered into this ___ day of _____ 2022, by and between TOWN OF ASHLAND CITY, TENNESSEE (hereinafter referred to as the “Client”), and CUMBERLAND SECURITIES COMPANY, INC., a Tennessee based Independent Registered Municipal Advisor (hereinafter referred to as “Municipal Advisor”).

W I T N E S S E T H

WHEREAS, the Client may in the future require financing for the purpose of providing funds for capital projects; and

WHEREAS, the Client must from time to time provide adequate new facilities or improvements to meet the demands placed on the services provided by the Client in order to promote the general welfare of the citizens of the Client and its area; and

WHEREAS, the Client may from time to time desire to refinance debt, or other obligations, issued for previous said projects; and

WHEREAS, the Client desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of the Client's bonds, notes, and/or other obligations; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the Client desires that a recognized independent registered municipal advisor be retained in the structuring, marketing and sale of the Client’s bonds, notes, and/or other obligations; and

WHEREAS, the Client has evaluated the capabilities of the Municipal Advisor to the complete satisfaction of the Client and has requested the Municipal Advisor to assist and advise the Client in matters relating to the Client's issuance of bonds, notes, and/or other obligations under

terms and conditions decided by the Client to be suitable and in the best interest of the Client and its constituents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Client and the Municipal Advisor that

Section 1. Definitions:

- a) “Authorized Representative(s)” means the Mayor or Finance Director, as hereinafter defined.
- b) “Client” means the Client as previously defined.
- c) “Municipal Advisor” means Cumberland Securities Company, Inc.

Section 2. Scope of Services:

- a) Suitability and Needs Analysis. In preparation for the development of any financing plan, or plans, the Municipal Advisor will survey the financial resources of the Client to determine its borrowing capacity and analyze the existing debt structure of the Client as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the Client to determine the most practical, economical way for the Client to fund needed public improvements and projects. In addition, the Municipal Advisor will consider any future financing requirements projected by Client officials, its consultants (if any) and other experts that may be employed from time to time by the Client.
- b) Development of plan of Finance/Refinance. The Municipal Advisor, working with the Authorized Representative(s) and other Client officials and employees, the Client’s Attorney, the independent Bond Counsel to the Client, and other such independent consultants or consulting engineers as may be engaged by the Client from time to time, shall assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of bonds or other obligations, including loan agreements.
- c) Recommendation. Based on the information developed by or other information available to the Municipal Advisor, the Municipal Advisor will submit its recommendations on the

financing of the proposed public improvements and projects. The Municipal Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment, and the necessary security provisions designed to make the issues attractive to potential investors. All recommendations will be based on the Municipal Advisor's experience as to how the debt obligations can best be sold under terms most advantageous to the Client, based on its facts and circumstances. In preparing any plan of financing, and in all other services rendered by the Municipal Advisor under this Agreement, it is hereby understood that the Municipal Advisor may rely upon any written data or reports furnished to the Municipal Advisor by the Client or its Authorized Representatives. The Authorized Representative(s) agree to make available to the Municipal Advisor any data, reports, or Client personnel for conferences and consultations as may be necessary for the formulation of any financing plans.

- d) State Reports. If the Client and the Municipal Advisor determine that it is advantageous to the Client to refund any presently outstanding bonds, loans and/or outstanding notes, the Municipal Advisor will submit a plan of refunding and a computation of projected costs savings, if applicable, to the Director for the Office of State & Local Finance for review as required by Section 9-21-1003, Tennessee Code Annotated.
- e) Resolutions. The Municipal Advisor shall ensure that all the necessary resolutions are prepared for adoption in preparation for the sale and issuance of the bonds, loans and/or notes and that all other necessary proceedings are prepared and executed to complete each sale.
- f) Financial and Economic Factors. The Municipal Advisor will advise on current market conditions, forthcoming bond, loans and note issues, federal tax law considerations, and other general information and economic data which might normally be expected to influence the interest rates or other bidding or sale conditions, so that the date for the sale of the bonds, loans and/or notes can be set at a time, which in the Municipal Advisor's opinion will be most favorable to the Client.
- g) Legal Services. The Municipal Advisor will work with Client's nationally recognized bond attorney(s), for their approving legal opinion(s) on its debt obligations, as needed.

- h) Offering Document. In connection with any bond sale, the Municipal Advisor shall prepare a “near final” Preliminary and Final Official Statement substantially in accordance with the standards recommended by the Government Finance Officers Association (the “GFOA”) and will make a national distribution of such “near final” Preliminary Official Statements to potential bidders or purchasers for the bonds and to other interested parties and will furnish the successful bidder(s) or purchasers a reasonable amount of final Official Statements within seven (7) business days from the sale date as required by the Securities and Exchange Commission Rule 15c2-12.
- i) Credit Rating(s). The Municipal Advisor will prepare and assemble all necessary information concerning the Client for submission to and consideration by one or more of the major rating services (Moody's Investors Service, Inc., and/or Standard & Poor's Rating Services, and/or Fitch Ratings) in connection with a bond sale either independently or in connection with the use of credit enhancement if in the opinion of the Municipal Advisor, such rating(s), would prove to be economically beneficial to the Client. The Municipal Advisor will arrange for conferences or meetings (if necessary) with appropriate personnel analyzing the proposed bond issue(s) in anticipation of a rating(s) on such bonds.
- j) Credit Enhancement. The Municipal Advisor will advise the Client on the use of credit enhancement instruments available from municipal bond insurers or others and provide assistance in seeking such insurance or credit enhancement if in the opinion of the Municipal Advisor, such credit enhancement instrument would prove to be economically beneficial to the Client.
- k) Procurement of Services. The Municipal Advisor will assist the Client in engaging a major commercial bank (after receiving approval from and Authorized Representative) to serve as the Client's Registrar, Paying Agent and Escrow Trustee, if required. The Municipal Advisor will also assist the Client in engaging any other services, as required, for debt issuance.
- l) Advertisement. The Municipal Advisor will prepare forms and coordinate the submission of all advertisements concerning the sale and issuance of bonds and notes as required by law.

- m) Verification. The Municipal Advisor will furnish a representative at the sale to assist and advise the Client officials in receiving bids or pricing levels and will tabulate all bids or pricing as well as perform computer verification of the mathematical accuracy of said bids or pricing and the compliance of all bids with the published requirements of the sale, if applicable. In addition, the Municipal Advisor will assist and advise the Client in the awarding of the bonds to the successful bidders or purchasers.
- n) Closing Coordination. The Municipal Advisor will supervise all closing proceedings so as to ensure the quickest possible delivery of the debt obligations to the purchaser or purchasers, including having the bond forms printed and ready for signatures of the proper officials.
- o) Final Reports. After the sale, the Municipal Advisor will deliver to the Client, the Registrar/Paying Agent and/or appropriate officials, a schedule of debt service requirements on the debt obligations.
- p) Bond Yield Calculation. The Municipal Advisor will calculate the “Bond Yield” based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the Client on the maximum allowable yield on such debt obligations. If requested, the Municipal Advisor will advise the Client on the investment of the proceeds of debt obligations so as to maximize the arbitrage potential under applicable existing laws.
- q) State Form Preparation. The Municipal Advisor will prepare State Form CT-0253, “Report on Debt Obligations” for execution and submission to the State Comptroller's Office by the Client and a representative of the Municipal Advisor pursuant to Section 9-21-151, Tennessee Code Annotated within forty-five (45) days after the issuance of any bonds or notes with a maturity of greater than one (1) year.
- r) IRS Form 8038-G. The Municipal Advisor will prepare or cause to be prepared Form 8038-G “Information Return for Tax-Exempt Governmental Bond Issues” and file or cause to be filed the report with the United States Department of the Treasury on or before the 15th day of the second calendar month after the close of the calendar quarter in which any debt is issued.

Section 3. Fees.

- a) Closing Costs. The Client will be responsible for paying all of the normal bond issuance costs and fees. The normal bond issuance costs that the Client will pay will include the following: Bond Counsel fees, registration and paying agent's initial acceptance fees; bond printing costs; any rating agency's fees not associated with bond insurance; costs of preparation, printing and distribution of the Preliminary and Final Official Statements, and all legally required publication costs and if a refunding is involved the acceptance fee of the Escrow Agent and the fee of an accounting firm to verify the accuracy of the escrow fund to defease the bonds or notes being refunded. The Municipal Advisor will bill the Client and pay on the Client's behalf the above referenced issuance cost unless the Client requests to handle such payments itself. It is expressly understood that the Client will be responsible for all compensation due (if any) to the Client's Attorney, other independent consultants engaged by the Client, the annual fees of the Registration and Paying Agent, the annual fee payable to the Municipal Advisor for also serving as the Dissemination Agent and if the Client so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Client to enhance the sale of the bonds.
- b) Municipal Advisor Fee. In addition to the aforementioned bond issuance costs outlined above, the Client agrees that in consideration for the services rendered by the Municipal Advisor at its expense, the Client shall pay or cause to be paid to the Municipal Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Municipal Advisor fee or other compensation for all debt obligations will be mutually agreeable between the Client and the Municipal Advisor pursuant to a Fee Letter. The fee for any Municipal advisory activity that does not involve any specific financing by the Client, will also be mutually determined by the Municipal Advisor and an Authorized Representative, pursuant to a Fee Letter.
- If Client represents to another firm or person that it will rely on the advice of Municipal Advisor as its Independent Registered Municipal Advisor ("IRMA"), Client agrees to compensate the Municipal Advisor for any resulting transaction for which another person

or firm relied upon the IRMA exemption.

Section 4. Disclosures

- a) Regulatory Registration. The Municipal Advisor is registered as a Municipal Advisory firm with the U.S. Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”). The Municipal Advisor will maintain all required registrations with the SEC and MSRB. A municipal advisory client brochure is posted on the website of the MSRB (www.msrb.org) that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority. The Advisor will maintain all required registrations with the SEC and the MSRB and the Advisor will disclose any legal or disciplinary events, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation, and other detailed information. The Client may electronically access the Advisor’s most recent Form MA and each most recent Form MA-I filed with the Commission at <https://tinyurl.com/SEC-MA-Search>. As of the date of this document, Cumberland Securities Company, Inc. has never had a legal or disciplinary event.
- b) Potential Conflicts of Interest.
- i) Contingent Fee Form of Compensation. Under a contingent fee form of compensation, payment of the Municipal Advisor’s fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Municipal Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Municipal Advisory Agreement, the Municipal Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Client

before its own.

- ii) Dissemination Agent. The Municipal Advisor may also serve as the Client's Dissemination Agent for which it will receive a separate form of compensation for work completed in accordance with services rendered as Dissemination Agent.
- iii) Bloomberg License. The Client hereby recognizes that the Municipal Advisor also receives the use of a Bloomberg license courtesy of Raymond James and Associates. The use of this license is not contingent upon any specific existing or future business. All recommended financings and investments are reviewed by the firm to confirm that that they are suitable for each client.

Section 5. Term. THIS AGREEMENT shall remain in full force and effect for one (1) years from the date entered into hereof (the "Expiration Date"). The initial Expiration Date (and any subsequent Expiration Date) shall be extended for an additional 365-day period unless the Client shall deliver to the Municipal Advisor on or before ninety (90) days preceding the then effective Expiration Date written notice that the Client will not extend the Expiration Date for an additional 365-day period (a "Notice of Non-extension"). In the event the Client does not deliver a Notice of Non-extension on or before ninety (90) days preceding the then effective Expiration Date, the Expiration Date shall be automatically extended for an additional period of 365 days, and the last day of such extended period shall thereafter be deemed to be the Expiration Date. Upon termination of this Municipal Advisor Agreement by the Client, the Municipal Advisor shall be paid the fee in full that would be due for all work completed up to the date of cancellation and authorized by an Authorized Representative.

[Remainder of this Agreement is Intentionally Left Blank]

This Agreement shall take effect immediately.

This ___ day of _____ 2022.

CUMBERLAND SECURITIES COMPANY, INC.

By: _____
President

ASHLAND CITY, TENNESSEE

By: _____
MAYOR

Law Offices of
BALTHROP, PERRY, & NOE, PLLC
102 Boyd Street, P. O. Box 82
Ashland City, Tennessee 37015
Telephone (615) 792-5635
Facsimile (615) 792-2591

Jennifer F. Noe*
Martha Brooke Perry
Scott Dulaney+

Sam M. Balthrop, Retired
Robert L. Perry, Retired

**Certified Rule 31 Family Law Mediator*
+ Also admitted to practice in Alabama & Florida

May 10, 2022

Town of Ashland City
Mayor and City Council

Re: Letter of engagement

Dear Mayor and Council,

This letter serves as a letter of engagement for my services. As you know, I have been serving as the city attorney for many years. This letter will set forth my services to be performed and the pay.

I will serve as the city attorney by appointment and at will of the City Council. This agreement may also be terminated by myself upon reasonable notice. As the city attorney, I will attend the regular meetings of the City Council and any other meetings as requested. I will be responsible for managing litigation in which the city is a party as well as prosecuting matters in City Court for violations of the City Code. I will review all contracts, deeds, bonds, ordinances, resolutions, and any other documents to be signed in the name of the Town or made by the Town. I will also be available for any zoning or planning services as requested. I will also make myself available to all members of the Council and department heads as needed. I will upon request render opinions as to legal matters and proceedings that the Town is involved.

My compensation for services will be billed at the hourly rate of Two Hundred Forty Dollars (\$240.00). This increase in the hourly rate shall begin on July 1, 2022. This will be billed on a monthly basis. There will be no monthly retainer required but strictly billed per hour. In addition to the hourly billing, reimbursement would be made for expenses advanced. I will also bill separately for any bond opinion letters based upon the amount and exposure of liability as well as any title opinion letters or real estate closing work which will be billed at my regular rate that I bill other clients. Any travel will be billed at the hourly rate.

I will continue to attend and maintain continuing legal education on a yearly basis. Said continuing legal education shall be paid by the Town or reimbursed. This will include travel expenses if necessary. The cost of continuing legal education and travel expenses shall be capped at \$1,000.00 unless approved by the Council. The Town will also continue to pay the applicable dues to the Tennessee Municipal Attorneys Association for membership.

I appreciate the opportunity to continue to serve as the City Attorney for the Town of Ashland City.

Sincerely,

Jennifer Noe

Approved and accepted: _____
Mayor

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION IX, MISCELLANEOUS
POLICIES: PROTECTIVE FOOTWEAR OF THE PERSONNEL
POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT
WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of May 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

PROTECTIVE FOOTWEAR

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

~~Police, Dept. of Fire & Life Safety, and Public Works will purchase the footwear for all affected employees. Each affected employee shall wear protective footwear during regular working hours. Police, Dept. of Fire & Life Safety and Public Works will purchase the footwear for all affected employees.~~

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

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION IX, MISCELLANEOUS POLICIES: DRESS CODE OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of May 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ASHLAND CITY BUSINESS CASUAL DRESS POLICY

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

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

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

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

Examples of Inappropriate Attire at Work:

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

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

The department head is responsible for:

- (1) Ensuring employees under his or her supervision are informed of this policy.
- (2) Notifying an employee when his or her dress and personal grooming fall outside the provisions of the city's business dress policy.

An employee is responsible for:

- (1) Complying with Ashland City's Business Casual Dress Policy;
- (2) Avoiding unprofessional dress and/or unprofessional personal grooming while in the workplace or on Ashland City business;
- (3) Using good judgment when deciding dress in the workplace.

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

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION III. LEAVE OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of May 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

BEREAVEMENT LEAVE

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

An extra day may be allowed when out of state travel is required, as approved by the employee's department head ~~and supervisor, or the mayor~~. Any employee who wishes to take time off for death of family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay."

An employee who claims bereavement leave, at the discretion of the department head, may be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

RESOLUTION 2022-

A RESOLUTION AUTHORIZING A PAY ADJUSTMENT FOR THE INTERIM PARKS AND RECREATION DIRECTOR WHILE THE TOWN OF ASHLAND CITY SEARCHES FOR A CANDIDATE FOR THIS POSITION

WHEREAS, the Mayor and Council realize the importance of and need for this position to perform a variety of complex and difficult administrative and professional duties; and,

WHEREAS, Anthony Clark was appointed to this position on May 03, 2022; and,

WHEREAS, an adjustment will be made from the date Mr. Clark was appointed to the position.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following expenditure:

Amended Adjustment per pay period
5% increase to equal \$84.76

We, the undersigned City Council members, meeting in Regular Session on this 10th day of May 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$150,000 to the General Fund for the purchase of Tornado Sirens.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Finance Department	\$6,202,295.00	\$6,352,295.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed, and established as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

- (1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER RATES		SEWER RATES
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$13.29	\$24.94	\$13.29
ALL RATES ARE PER 1,000 GALLONS			
First gallon used to last gallon	\$8.75	\$9.48	\$8.75

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Landlord Rental Property Fee (1 month allowance)	\$0 reconnection fee; pays billing and usage only
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

BE IT FURTHER ORDAINED, that these rates shall take effect July 1, 2022 after its final passage, the public welfare requiring it.

1st reading _____

Public hearing _____

2nd reading _____

Steve Allen, Mayor

Alicia Martin, CMFO/City Recorder

ORDINANCE #

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101 BY ADDING DCA6 RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE BASED ON THE 2015 INTERNATIONAL RESIDENTIAL CODE WITH ADDITIONAL GUIDELINES

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

WHEREAS, the Planning Commission has recommended the following deck guideline changes.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 12, Chapter 1, Section 12-101 be amended to add the items in red below:

12-101. Standard Codes Adopted It is the desire of the Town of Ashland City to adopt, in all respects, the various standard codes relating to building, fire prevention, gas, housing, mechanical, plumbing, and swimming pools and the adoption of these codes is done to facilitate proper inspection activities by Ashland City relating to construction and to maintenance of buildings within said Ashland City and relating to public safety, health and general welfare.

The following codes are hereby adopted by reference as though they were copied herein fully:

2018 International Building Code
2018 International Residential Code adding appendix G & J
2018 Fuel Gas Code
2018 International Mechanical Code
2018 International Plumbing Code
2018 International Property Maintenance Code
2018 International Fire Code adding appendix B, C, D, H, I, J
2018 International Existing Building Code
2018 Wildland Urban Interface Code
2018 NFPA Life Safety Code
2018 International Zoning Code
Accessibility Code ICC/A117.1-2009
2018 Energy Code with 2009 Energy Code Tables
2018 NFPA 101 Life Safety Code
DCA6 Residential Wood Deck Construction Guide

The following guidelines will be attached to the DCA6 Deck Guide are hereby adopted as follows:

- (1) No “free-standing” decks over six (6’) feet tall (measured from bottom of deck joist to finish grade)
- (2) Any “non-ledger” deck under six (6’) foot tall (measured from bottom of deck joist to finish grade) must be designed by registered engineer/architect

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

1st reading _____

Public hearing _____

2nd reading _____

Mayor Steve Allen

City Recorder Alicia Martin CMFO