



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

March 07, 2023 6:00 PM

Agenda

Mayor: JT Smith

Vice Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) February 07, 2023 Workshop Meeting Minutes

PRESENTATION OF AWARD

2. Life Saving Awards

OLD BUSINESS

3. Josh Wright Project Update

NEW BUSINESS

- [4.](#) Ordinance: Rezone Parcel 041.00 and 041.01 of Tax Map 062
- [5.](#) Resolution: Check Signers
- [6.](#) Resolution: Updating Pay table and Job Description for City Recorder
- [7.](#) Resolution: Updating Wage and Salary Policy - Non-Exempt Employees
- [8.](#) Resolution: Updating Employee Manual - Section II
- [9.](#) Resolution: COR for \$5,000,000.00
- [10.](#) Resolution: COR for \$5,639,000.00
- [11.](#) Dept of Human Services MOU
- [12.](#) Compass Minerals Agreement
- [13.](#) Modern Electrical Badge Printer
- [14.](#) Modern Electrical Cameras at SC
- [15.](#) Modern Electrical Badge Access Proposal
16. Traffic on Main Discussion
17. Interim Pay for City Recorder Discussion

EXPENDITURE REQUEST

18. AED's for PD

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 9:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
February 07, 2023 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. January 03, 2023 Workshop Meeting Minutes

A motion was made by Councilman Kerrigan, Seconded by Councilman Smith, to approve the January 3, 2023 Meeting Minutes as written. All approved by voice vote.

UNFINISHED BUSINESS

2. Project Update from Josh Wright

Mr. Wright discussed all the updates for City projects.

3. City Administrator Discussion

Mr. Gary Jaeckel, from MTAS, spoke with the council about a City Administrator.

4. Ordinance: Amend Title 2 Parks Advisory

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO AMEND TITLE 2, CHAPTER 2, SECTION 2.215 OF THE MUNICIPAL CODE

Councilman Smith discussed the changed being made.

NEW BUSINESS

5. Approval of Salaries After Grant End for PD

Chief Ray discussed getting approval for salaried after the grant ends.

6. Beer Board/Budget Committee Pay Increase

Ms. Bowman discussed increasing the pay amounts for the Council and Committee Members.

7. Salary Increase for Mayor

Ms. Bowman discussed increasing the Mayor's salary.

8. Quintenn Clark Foundation Donation

Ms. Bowman discussed a donation for the Quintenn Clark Foundation.

9. Amended Kimley Horn Agreement

An amendment to the Kimley Horn Agreement was discussed.

10. Piedmont Service Agreement

Chief Walker discussed the Piedmont Agreement for the new Fire Hall.

11. Resolution: Updating the Wage and Salary Pay Table

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

Ms. Bowman discussed the changes to the pay table.

12. Resolution: Additional Funding for Fire Hall Initial Resolution

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$1,225,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF A FIRE HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS

Ms. Bowman discussed the Resolution for additional funding.

13. Resolution: Additional Funding for Fire Hall Bond Resolution

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$1,225,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES

Ms. Bowman discussed the Resolution for the issuance of bonds.

14. Ordinance: Budget Amendment #1 FY22/23

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 22/23 FISCAL YEAR

Ms. Bowman discussed the first budget amendment for FY 22/23.

OTHER

15. Resolution: Updating Personnel Policy

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

Ms. Bowman discussed the changes in the protective footwear policy.

16. Sewer Treatment Plant

Ms. Bowman gave an update on the sewer treatment plant.

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:04 p.m.

MAYOR JT SMITH

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 041.00 AND 041.01 OF CHEATHAM COUNTY TAX MAP 062, LOCATED AT 1840 HIGHWAY 12 SOUTH

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

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 06, 2023, with a recommendation for denial.

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

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

The parcels included on Tax Map 062, Parcel 041.00 and 041.01, located at 1840 Highway 12 South be rezoned from R-1 (Low-Density Residential) district to the I-2 (Light Industrial), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2023. This area to be zoned I-2 is marked with a red “X” and shown on the map below.

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

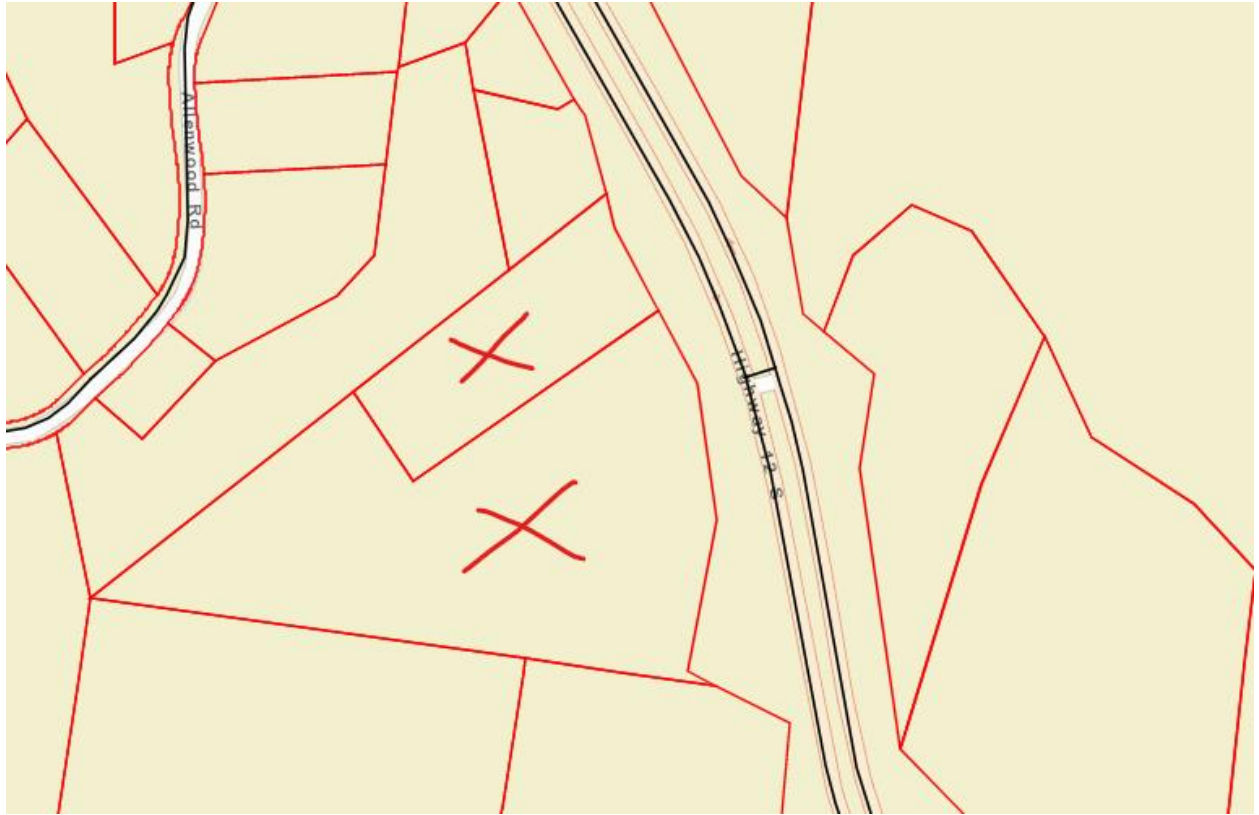
Denied by the Planning Commission at the regularly called meeting on February 06, 2023.

First Reading March 14, 2023
Second Reading April 11, 2023

ATTEST:

Mayor JT Smith

City Recorder Alicia Martin, CMFO



RESOLUTION NO. 2023-

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

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

WHEREAS, the City Council for the Town of Ashland City wish to remove Alicia Martin from all bank accounts and add Violet Black.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE hereby remove Alicia Martin from all accounts and add Violet Black.

Adopted this _____ day of _____, 20_____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2023-

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

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2023-06 establishing a Wage and Salary Policy; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the pay table and update the job description for the City Recorder; and

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

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

Adopted this _____ day of _____, 2023

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO



EXHIBIT II
Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$73,600	\$86,589	\$111,483
9	Police Chief	Fire Chief	\$65,862	\$77,484	\$95,771
	City Recorder	Financial Director			
8	Deputy Fire Chief	Court Clerk	\$58,937	\$69,338	\$89,273
	Assistant Police Chief	Parks Director			
	Building/Codes Official	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$52,740	\$62,047	\$79,886
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	City Recorder	\$47,194	\$55,524	\$68,627
	IT Specialist	Human Resource Specialist			
	Water/Wastewater Plant Operator III	Executive Assistant			
	Police Sergeant	Firefighter II/Acting Fire Inspector			
	Utility/Street Maintenance Supervisor				
5	Accounting Clerk II	Police Corporal	\$42,234	\$49,685	\$61,411
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$37,791	\$44,462	\$54,955
	Administrative Assistant (IT/Building and Codes)	Senior Equipment Operator			
	Park Maintenance	Mechanic I			
	Assistant Senior Center Director	Accounting Clerk I			
	Water Distribution/Wastewater Collection Specialist	Police Officer (No Cert)			
	Firefighter I				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$33,818	\$39,786	\$49,177
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$30,263	\$35,602	\$44,005
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$24,234	\$28,509	\$35,238
0	Reserve Officer	Farmers Market Manager			

** Pay rate for pay grade's 1 & 2 are based on full-time employment.*

JOB DESCRIPTION

Town of Ashland City City Recorder

CLASSIFICATION TITLE:	City Recorder
DEPARTMENT:	Finance
REVISION DATE:	02/21/2023
REPORTS TO:	Mayor
EMPLOYMENT STATUS:	Full Time
FLSA STATUS:	Non-Exempt
PAY RANGE:	Pay Grade Level 6

JOB SUMMARY

The primary objective of the City Recorder is to record city business. The position will report directly to the Mayor and City Council. They will be responsible for a broad range of administrative duties and work with all Department Heads.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Keeps minutes and maintains records of the proceedings of the governing body and other meetings such as the beer board, etc. Serves as official custodian of City records.
- Maintains/updates Employee Manual online.
- Manages and retains all bids/bid documents.
- Gathers and distributes documentation and information as necessary.
- Responds to routine requests for information from officials, employees, members of the staff, the public or other individuals including but not limited to new media.
- Maintains a comprehensive, current knowledge and awareness of laws and regulations pertaining to the office of city recorder and the council.
- Makes effective oral and written presentations to City Council
- Coordinates writing/maintenance of city resolutions and ordinances.
- Updates job knowledge through training opportunities.
- Assists in maintaining and updating the city website.
- Publishes required advertisements in the general paper of circulation.
- Serves as the Town's Open Records Coordinator and manages this policy as such for any changes/updates.
- Holds the City Seal and certifies documentation as needed.
- Assists with various state and federally funded grants and projects when needed and further maintains any required reporting for the grants.
- Maintains city contracts and/or agreements.
- Assists with annual audit of the town finances.
- Other duties as assigned.

QUALIFICATIONS

- Associates Degree preferred.
- 2 years of administrative experience with a government background preferred.
- May be required to work overtime, or alternate hours, as necessary for the efficient operation of the department.

SKILLS AND ABILITIES

- Understands internal control required by state law and assist department heads to develop, document, implement, and monitor the City's internal control system.
- Must have excellent verbal and written communication skills
- Knowledge and experience with Microsoft Office Suites.
- Ability to maintain a high level of accuracy
- Must have the ability to create and maintain well-written and understandable records.
- Excellent organizational skills
- Excellent inter-personal and customer service skills.
- Ability to work independently and with a group
- Knowledge/ability to learn Tyler software
- Extensive knowledge of the principles and practices of modern municipal accounting, budgeting, and finance, including capital budgeting, cost containment, investment management, cash control, intergovernmental cooperation, and the regulatory/legal environment of municipal organizations
- Ability to instill a sense of customer service and responsiveness throughout the Finance Department
- Must possess excellent analytical and problem solving skills
- Extensive knowledge of modern management principles and practices

EQUIPMENT OPERATED

- Computer, printer, various office machines (phone, calculator, copier, etc.)
- Microsoft Office Suites
- Cell phone

WORKING CONDITIONS

- Working conditions are in an office environment
- Working environment is office setting with some lifting of office supplies weighing up to 20lbs

USUAL PHYSICAL DEMANDS

- Must be able to lift office supplies and materials
- Long hours of sitting with intermittent standing
- Using office equipment and computers

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Mayor's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date

Resolution 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT
WITH THE TOWN OF ASHLAND CITY BY AMENDING SECTION VI:
EMPLOYEE CLASSIFICATIONS**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2022-47 and wishes to amend the policy; and

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

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

Approved this _____ day of _____, 20_____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit I). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

- 1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, Flex, or Holiday leave) with prior approval by the Mayor.

Flex Time –The City shall allow exempt employees to accumulate flex time, on a straight time basis, for extra hours worked in excess of forty (40) hours per week. Exempt employees may accumulate up to a maximum of 80 hours of flex time. These hours shall become null and void at the time employment ceases and cannot be used as a means of fulfilling a notice of resignation immediately preceding termination of employment. Salaried employees may flex their time upon approval from the Mayor. Flex time is an arrangement that allows an employee to alter the starting and/or end time of their workday or to take an entire day off. Employees are required to take flex time before using any vacation pay.

Overtime- Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation but just Flex Time on a straight time basis and not at one and a half times the employee’s regular rate.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.) **All full-time hourly positions are required to work a minimum of 40 hours per week at their office of city property unless otherwise approved by department head. Work at an alternate location must be approved by the Mayor. Anytime less than 40 is to be made up using leave approved by department head.**

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. An employee may not accrue more than 80 hours of compensatory time. Upon termination, or promotion to exempt status an employee must be paid for compensatory time accrued. Non-exempt employees must use compensatory time before they use vacation time.

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- Employees who are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee's regular pay rate.

3. **On-Duty** – An employee is considered 'on-duty' at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval. Such appointments shall be made only in exceptional cases as decided by the Mayor and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job; however, if any employee has reached the highest salary for their position they are still eligible for cost of living raises or other raises given to all employees.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing whose current pay rate is within pay range are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process.

Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be

ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the desecration of the department head and mayor based on evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process.

2. Payment Date

The longevity payment is to be paid in the month of November.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?
2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?

It is sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the Finance Director within the pay period in question or immediately thereafter.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax:** Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare:** Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Other:** Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.
 - a. Medical insurance
 - b. Life insurance
 - c. Vision insurance
 - d. Supplemental insurance
 - e. Additional life insurance

- f. Deferred compensation payments
- g. Dental insurance
- h. Child support garnishments
- i. Any other garnishments or deductions agreed to or required by law
- j. TCRS Retirement will be taken out of an employee paycheck at a rate of 5% of gross total per paycheck.
- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the Finance Director before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

CLASSIFICATION TITLE:	(Job Title)
DEPARTMENT:	(Department)
REVISION DATE:	(Last date of Council Approval)
REPORTS TO:	(Department Head's Title)
EMPLOYMENT STATUS:	(Full-time or Part-time)
FLSA STATUS:	(Exempt or Non-exempt)
PAY RANGE:	(Pay Grade)

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

- (Computer, printer, various office machines (phone, calculator, copier, etc.)
- (software)
- (Microsoft Office Suites)
- (Cell phone)

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION II, EMPLOYMENT :
APPLICATIONS 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.

Adopted this _____ day of _____, 20____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

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

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

ADMINISTRATION

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

SECTION II – EMPLOYMENT

APPLICATIONS

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

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

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

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

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

1. Declines an appointment when offered.
2. Cannot be located by the postal authorities – it shall be deemed impossible to so locate an applicant when a communication mailed at the last known address is returned unclaimed.

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE **City Council**OF THE **ASHLAND CITY TOWN OF**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Sewer System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **ASHLAND CITY TOWN OF**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Five Million & 00 100pursuant to the provisions of **Laws of the State of Tennessee**; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the Mayor

and City Recorder of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council _____ of the

ASHLAND CITY TOWN OF _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this March , 14 day of 2023

(SEAL)

By JT Smith

Attest:

Title Mayor

Title Alicia Martin
City Recorder

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **ASHLAND CITY TOWN OF** _____
 hereby certify that the **City Council** _____ of such Association is composed of
 _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____ ,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE **City Council**OF THE **ASHLAND CITY TOWN OF**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Sewer System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **ASHLAND CITY TOWN OF**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Five Million Six Hundred Thirty-Nine Thousand & 00 100pursuant to the provisions of **Laws of the State of Tennessee**; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **ASHLAND CITY TOWN OF** _____
 hereby certify that the **City Council** _____ of such Association is composed of
 _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____ ,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TN DEPARTMENT OF HUMAN SERVICES
STATE LAW ENFORCEMENT BUREAU (SLEB)
AND
Local Law Enforcement Agency**

The purpose of this Memorandum of Understanding (MOU) is to set forth the conditions and responsibilities of Local Law Enforcement Agencies (LLE) to conduct investigations into possible Supplemental Nutrition Assistance Program (SNAP) retailer fraud and acquire Electronic Benefit Transfer (EBT) cards for such law enforcement and investigative activities.

The LLE shall abide by all terms and procedures contained in the attached "Agreement between the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) and TN Department of Human Services and "Procedures for State or Local Law Enforcement Agencies to Investigate Misuse of Supplemental Nutrition Assistance Program Electronic Benefit Transfer Benefits.

Conditions and limitations on use of EBT cards for investigations

The LLE shall not transfer EBT cards acquired through the SLEB to another LLE. The LLE accepts full liability for EBT cards and the benefits associated with them. The LLE shall immediately inform SLEB of any damaged, lost or stolen EBT cards.

The LLE shall not use EBT Supplemental Nutritional Assistance Program (SNAP) benefits to pay awards or informants.

If using an informant, cooperating individual or other individual in any SNAP investigations, and that individual also happens to be a recipient of SNAP benefits, you cannot direct that individual to use their own SNAP benefits in a manner not authorized by the program for the purpose of an investigation. Nor can you direct your informant or other individual to use another recipient's SNAP benefits for the purpose of an investigation. Such activity is contrary to program regulations and a violation of Federal law and can result in serious actions being taken against those parties responsible for arranging such activities

Requests to conduct investigation(s) and to acquire EBT cards

The LLE shall submit a written request to the SLEB for approval. In its request for EBT cards, the LLE shall:

1. Identify the name and the title of the person who will conduct the investigation(s) and acquire the EBT cards and be responsible for their security.
2. Outline the intent and scope of proposed investigation(s), including dates and locations of such planned activity.
3. Specify the number of EBT cards requested and the SNAP benefit amounts to be posted to each card.
4. Provide the undercover identity information and photograph needed to produce EBT cards.

The SLEB shall submit the LLE's request to the USDA FNS for approval. **The LLE shall not begin their investigation without prior approval of USDA.** In situations where USDA FNS has approved the planned investigative activity, and the LLE has not begun their investigation within 60 days of the approval date, the LLE shall notify the SLEB of the investigation's cancellation or postponement. Upon approval, the SLEB shall authorize the issuance of EBT cards. The LLE staff and the SLEB representative shall sign a receipt acknowledging the transfer of the EBT cards. The LLE and the SLEB shall maintain a copy of this receipt.

Security of Retailer Information

The LLE understands that certain retailer information that contains individual store owners and/or personnel proprietary information, including retailer-specific SNAP redemption information, bank accounts, miscellaneous addresses such as the home address of the retailer or other personnel, and other confidential information is protected under the Food and Nutrition Act, and may only be disclosed for purposes directly connected with the enforcement of the Act and regulations, and to administer and enforce the laws and regulations of other approved state and federal government agencies.

The LLE understands that there are penalties for disclosures made in violation of the Act. Any person, who publishes, divulges, discloses, or makes known in any manner or to the extent not authorized by Federal law any protected SNAP information shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

Completion of Investigations

LLEs are strictly liable for all EBT benefits, which are: 1) in the possession of the LLE; and 2) held by local law enforcement or investigative units to which the benefits have been assigned, or held by local/state prosecutors or courts. All property held by the LLE must be kept secured.

I. EBT CARDS

The LLE shall return all EBT cards to the SLEB when no longer needed for evidentiary purposes. If the LLE intends to conduct additional investigations, the LLE may retain the cards with the approval of the SLEB. However, benefit amounts shall be canceled until approval is granted.

The LLE shall also return to the SLEB any non-SLEB EBT cards confiscated during the investigation.

II. CASH AND PROPERTY ACQUIRED WITH EBT CARDS

A. Cash

All property obtained with EBT cards, whether food or non-food, is the property of USDA up to the value of the SNAP benefits transacted.

B. PROPERTY RETAINED BY LLE

All property obtained by the LLE may be retained only for use in evidentiary proceedings. Property obtained by the LLE with SNAP funds must ultimately be either sold, donated, or destroyed in accordance with the processes outlined below. Other than for evidentiary proceedings, the LLE may not retain property obtained in its investigations.

1. SALE

The net proceeds from the sale of property (up to the value of the benefits used in the investigation) is the property of USDA. The LLE shall send a report to the SLEB containing the following information:

- a. The date of the sale.
- b. A description and estimated value of the property sold.
- c. The name and address of the person, organization or agency that purchased the property.
- d. The amount of money received for the property and method of payment.

2. DONATION

The LLE shall donate the property to a non-profit charitable organization. The LLE shall send a report to the SLEB containing the following information:

- a. The date of donation.
- b. A description and estimated value of the property donated.
- c. The name and address of the organization receiving the property.

3. DESTRUCTION

If the LLE cannot sell or donate the property, the LLE shall destroy the property as a last resort. The LLE shall send a report to the SLEB containing the following information to the SLEB:

- a. The date of destruction.
- b. A description and estimated value of the property destroyed.
- c. A signed statement that the LLE destroyed the property.

III. RESTITUTION

Court ordered restitution and reparations are the property of USDA, but only up to the value of the EBT SNAP benefits unrecovered during the investigation.

IV. INVESTIGATIVE REPORTS

The LLE shall submit an investigative report to the SLEB detailing the results of its investigation within fifteen (15) days of the investigation's completion. *An investigative report is not required for each EBT SNAP transaction; rather, the investigative report must be submitted for each cumulative investigation in which SNAP violations are documented.* The LLE's investigative report shall include the following:

1. The date and time of each transaction pass where the LLE used the EBT cards.
2. The name of LLE person who used the EBT cards.
3. The name and card identification number on the card and benefits transacted.
4. A narrative description of the transaction pass to include what was attempted (i.e. the purchase of ineligible items, trafficking, etc.) and the result.
 - o If the purchase of ineligible items is attempted, a complete description of each item is needed. In order to warrant a sanction, a transaction must

consist of ineligible items sold comprising not less than 30 percent of the total number of items purchased to be considered clearly violative. However, any transaction in which a major ineligible item is purchased alone, or with common ineligible items, shall be considered a clearly violative transaction, regardless of whether or not the 30 percent ratio is met. Major ineligible items include any item with a stated price (excluding sales tax) of \$10 or more, or the purchase of tobacco [one carton (or ten packs) of cigarettes; or any combination of tobacco products (other than cigarettes) with a total stated price (excluding sales taxes) of \$10 or more] or alcoholic beverages [any quantity of distilled spirits (hard liquor); a six-pack of beer or malt liquor; a four-pack of wine coolers; 48 ounces or more of beer, malt liquor or wine coolers; or .75 liter or more of wine] or gasoline [any amount].

- o If trafficking is attempted, the dollar amount transacted and the amount of cash returned, etc. Trafficking is defined as (1) the buying, selling, stealing, or otherwise effecting an exchange of SNAP benefits issued and accessed via Electronic Benefit Transfer (EBT) cards, card numbers and personal identification numbers (PINs), or by manual voucher and signature, for cash or consideration other than eligible food, either directly, indirectly, in complicity or collusion with others, or acting alone; (2) The exchange of firearms, ammunition, explosives, or controlled substances, as defined in section 802 of title 21, United States Code, for SNAP benefits; (3) purchasing a product with SNAP benefits that has a container requiring a return deposit with the intent of obtaining cash by discarding the product and returning the container for the deposit amount, intentionally discarding the product, and intentionally returning the container for the deposit amount; (4) Purchasing a product with SNAP benefits with the intent of obtaining cash or consideration other than eligible food by reselling the product, and subsequently intentionally reselling the product purchased with SNAP benefits in exchange for cash or consideration other than eligible food; or (5) Intentionally purchasing products originally purchased with SNAP benefits in exchange for cash or consideration other than eligible food.
5. The dollar value on the EBT card prior to the transaction, the dollar value of the transaction, and the remaining balance on the EBT card after the transaction.
 6. Notification of proposed civil or criminal prosecution and/or clearance for FNS to proceed with administrative action
 7. Signature of the investigator and date.

The LLE understands that its investigators and/or aides may be asked to testify in court to the facts presented in the investigative report.

V. AUDIT

The USDA Office of Inspector General may audit any or all state or local records and any other related documents, as it deems necessary. The LLE shall fully cooperate in any such audit.

VI. REMITTANCE TO USDA

The LLE shall remit to the SLEB the cash and documentation of the proof of the sale, donation, destruction or retention of property received for EBT SNAP benefits when no longer needed for evidentiary purposes. In addition, the LLE shall remit to the SLEB all court ordered restitution and reparations. The SLEB shall subsequently forward the cash and/or reports to USDA.

VII. PROSECUTIONS / PLEAS

The LLE shall submit a report to the SLEB within 15 days following the conclusion of the case. The LLE shall include in the report the charge(s) pled to or convicted of and the amount of any fines and court ordered restitution.

TERMINATION OF MOU

This MOU shall remain in effect until terminated by written notice by either party. Such written notice shall be provided at least 30 days prior to the desired termination date.

LLE Name or Representative

Signature

Date

Richard J. Carr

SLEB Coordinator
Richard J. Carr

Signature

Date



Sold-To ("Buyer"):

Rebecca Cohen
 Town of Ashland
 P.O. Box 36
 Ashland City, TN 37015

Date: January 17, 2023
Document: 192669
Tel: (615) 792-4211
Fax: 615-792-1464
Email: RCohen@ashlandcitytn.gov;
Customer #: H810007
Preferred: Fax

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
80	Town of Ashland-Nashville 233 Tennessee Waltz Way Ashland City, TN 37015 Destination #: H810008 Delivery Lead Time: 0 days	120.45	Deliver w/o/Equipment Depot: Clarksville Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 33.2 Miles

~Subject to prior sale
 ~An active order must be placed a minimum of one day in advance of pick up load

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Friday, 31 Mar 2023

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Austin Welch
 Highway Sales Mgr 800-323-1641 x2
 Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
 Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reassignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



Terms & Conditions

SHIPPING & HANDLING: All Shipping & Handling Charges are included in this proposal/contract. No additional Shipping & Handling Charges will be billed beyond the price of this agreement unless agreed to in advance by the Customer.

MODIFICATIONS: Sales proposal/contract modifications are possible pending technical evaluation, and could lead to an increase/decrease in proposal/contract price. Any additional equipment or services required by any Authority Having Jurisdiction (AHJ), property leasing agent or manager, owner's representative, or other interested authorized 3rd party are not covered by the scope of this proposal and will require a change order or revised proposal/contract in order to be included in the project. Labor for installation of any additional equipment or services will be included in the change order or revised proposal/contract.

PLACING AN ORDER: Modern Electrical Contracting, Inc. requires a signed proposal/contract to be submitted before any work orders can be scheduled. This must include a Social Security or Federal Tax ID Number. Once signed by the customer, the sales proposal also serves as the binding project contract. Purchase Orders are not required but strongly recommended. Change Orders will be provided by Modern Electrical Contracting, Inc. and will require a signature by the customer before they will be included in the project.

BILLING TERMS: Standard (NET30) - Installations less than \$1,500 requires 100% Deposit at the time of initial order. All Installations greater than \$1,500 requires a deposit of 50% at the time of initial order with the balance due at the time of completion. Any other Billing Terms must be agreed in writing by Modern Electrical Contracting, Inc. at the time of initial order or these Standard Billing Terms will apply.

WARRANTY: Installations include a One-Year Warranty on software and hardware (unless otherwise noted) from the date of system certification or completion date. The Warranty covers parts and labor provided by Modern Electrical Contracting, Inc. This warranty does not apply to components which have been subject to abuse, misuse, negligence, accidents, acts of God, an act of War or to which any modifications, alterations, or repairs have been made or attempted by anyone other than Modern Electrical Contracting, Inc. Warranty is void if other equipment's and/or components are installed or modifications are made to the system not provided by Modern Electrical Contracting, Inc. Programming changes required after 60 days of commissioning of the system will be billable at the current billable rate. Non-warranty repairs requested by the Purchaser will be subject to Modern Electrical Contracting, Inc.'s current billable rate.

SERVICE & FINANCE CHARGES: 5% service/financing charge per month will be added to all amounts not paid by the 10th day of each progress billing cycle. A 5% service/financing charge per month will be added to all amounts not paid 15 days following the final invoice date (final invoice date is that date which final invoice is presented to the customer). Accounts over 30 days past due and are turned over for collections. Service charges, legal fees, and/or court costs will be added to balances placed for collection. Nonpayment of this quotation/contract voids warranty. Nonpayment of service agreement voids warranty and voids certification with any applicable local, state, federal jurisdictions and/or applicable insurance policies (i.e. Factory Mutual).

CUSTOMER RESPONSIBILITIES: Customer shall provide Modern Electrical Contracting, Inc. access to all necessary facilities for the performance of the installation. Customer agrees that working areas will be free from obstructions and all personal items including furniture will be moved prior to our arrival on site. Customer agrees to hold Modern Electrical Contracting, Inc. harmless and accepts full responsibility for any personal items damaged that are not removed from the work area, prior to the commencement of work. Customer shall also provide the following: Adequate space for storage and handling of Material, Light, Water, Heat, Heat Tracing, Electrical Service, Local Telephone, Watchman, Crane and Elevator Service, and any necessary Permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. In the event that the Customer become aware of any malfunction in the Covered System(s), Modern Electrical Contracting, Inc. should be promptly notified. This agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Modern Electrical Contracting, Inc. determines that

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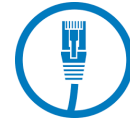


repairs are recommended, repair charges will be submitted to the Customer for approval prior to any work being performed. Should such repair work be declined, Modern Electrical Contracting, Inc. shall be relieved from any and all liability arising therefrom.

Customer may further be required to:

- Supply required schematics and drawings unless they are to be supplied by Modern Electrical Contracting, Inc. in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System (s) are operational and notify Modern Electrical Contracting, Inc. as soon as possible under the circumstances. **Modern Electrical Contracting, Inc. 300 Hill Ave. Nashville, TN 37210 PH: 615-256-3200**
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

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Proposal

<u>Proposal #:</u> 1118	<u>Customer #:</u> 1019	<u>System Type:</u> Access Control	<u>Proposal Date:</u> 02/28/2023	<u>Salesperson:</u> McCoy, Undra
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<u>Sold To:</u> Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	<u>Site Info:</u> Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211
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Project Descriptions: Photo Badge Printer

Charges

Quantity	Item/Part Code	Description
2.00	Installation Fee	Installation
1.00	FX-50100	DTC1250E ID Card Base Printer, Double-Sided, USB, 3 Year Warranty
1.00	Engineering - Security	Engineering
2.00	FX-45010	YMCKOK Full Color Ribbon for DTC1000 Card Printer, Print 200 Cards
1.00	FX-86177	DTC Cleaning Kit
1.00	FX-086512	Asure ID Express License Software
1.00	FX-041841	Lifecam Webcam HD 720p Autofocus, Video Chat, Mic
1.00	MECI-SHIP	Shipping

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 4,503.43

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Note

Note

FARGO® DTC1250e

Direct-to-Card Printer

Ideal for smaller, cost-conscious organizations, the HID FARGO DTC1250e ID card printer delivers maximum efficiency in a sleek, user-friendly design. Easy to operate with ultralow maintenance, even novice users can begin issuing secure IDs and cards on day one — virtually right out of the box.

Designed for small businesses, schools and local governments, the DTC1250e ID card printer is ideal for printing visually rich, full color credentials on a budget. Its small footprint also makes it a perfect fit for even the most compact office environments.

As the fastest printer in its class, the DTC1250e prints up to 50 percent more cards and IDs in the same amount of time it takes higher-end direct-to-card printers but without the premium price — keeping productivity high and costs low.

The DTC1250e also boasts features that enhance the security of your overall card issuance program. Its unique resin scramble data protection adds an additional layer of security by scrambling and subsequently concealing any information printed with a resin panel. Used ribbon panels are rendered indecipherable, safeguarding cardholder data from fraudulent use.

Featuring AES-256 data encryption, the DTC1250e protects cardholder data while in transit, thus guaranteeing data integrity and authentication between PC and printer.

With its optional internal print server, the DTC1250e also safeguards printing over a network — enabling secure, distributed card issuance in seconds.

Beyond its comprehensive feature set, the DTC1250e has been GreenCircle® Certified for its efficient energy consumption resulting in a 58 percent energy savings over comparable printers. What's more, the DTC1250e supports both eco-friendly, refill ribbons and rewritable cards —helping to ensure that far less material ends up in landfills thus playing a pivotal role in your green initiatives.

Fast, easy-to-use, secure and eco-friendly, the DTC1250e sets the bar for high-quality yet economical ID card printing.



KEY FEATURES:

- Fastest printer in its class — Minimize wait time for personalized cards and IDs
- High-quality output — Create high-quality, visually rich credentials on demand
- Simple plug-and-play — Leverage an intuitive user-focused interface for easy setup, consumables loading and operation
- Built-in security — Enjoy peace of mind with AES-256 encryption and resin scramble data protection
- Earth-friendly — Support your green initiatives with GreenCircle Certified energy efficiency and support for eco-friendly (ECO) refill ribbons and rewritable cards

OPTIONAL FEATURES:

- Dual-sided printing
- Contact, contactless and mag stripe encoding
- Ethernet with internal print server

FARGO® DTC1250e



HID FARGO DTC1250e featured with optional dual-sided printing

ADDITIONAL PRODUCT FEATURES

- FARGO Workbench™ printer maintenance and diagnostic software utility with inclusive Color Assist spot color matching
- Support for either easy-to-use, all-in-one ribbon cassettes (EZ ribbons) or more economical and eco-friendly refill ribbons (ECO ribbons)
- Interoperable with Asure ID® card personalization software for card/badge design, database management and technology card encoding

ENCODING OPTIONS

(Supported smart card and magnetic stripe technologies):

- 125kHz (HID Prox™) reader
- 13.56 MHz (iCLASS® Standard/SE/SR/Seos®, MIFARE Classic®, MIFARE Plus®, MIFARE DESFire®, MIFARE DESFire EV1/ EV2, ISO 14443 A/B, ISO 15693) read/write encoder
- Contact smart card encoder reads from and writes to all ISO7816 1/2/3/4 memory and microprocessor smart cards (T=0, T=1) as well as synchronous cards
- ISO magnetic stripe encoding, dual high- and low-coercivity, tracks 1, 2 and 3

Print Method	Dye sublimation / resin thermal transfer
Resolution	300 dpi (11.8 dots/mm) continuous tone
Colors	Up to 16.7 million / 256 shades per pixel
Print Ribbon Options	Options include easy-to-use ribbon with disposable ribbon cartridge (EZ) and more economical and ecofriendly refill ribbon for cartridge (ECO). <i>Both EZ and ECO:</i> <ul style="list-style-type: none"> • Full-color with resin black and overlay panel, YMCKO*, 250 prints • Resin black (standard), 1000 prints • Full-color half-panel with resin black and overlay panel, YMCKO*, 350 prints <i>EZ only:</i> <ul style="list-style-type: none"> • Full-color with two resin black panels and overlay panel, YMCKOK*, 200 prints • Resin black and overlay panel, KO*, 500 prints • Resin black (premium), 1000 prints • Resin white, 1000 prints • Gold metallic, 450 prints
Print Speed**	6 seconds per card (K*), 8 seconds per card (KO*); 16 seconds per card (YMCKO*); 24 seconds per card (YMCKOK*)
Security Features	Resin scramble hides any information printed with a resin panel rendering it unreadable; AES 256 encryption
Accepted Standard Card Sizes	CR-80 (3.375"L x 2.125"W / 85.6 mm L x 54 mm W); CR-79 adhesive back (3.313"L x 2.063"W / 84.1 mm L x 52.4 mm W)
Print Area	CR-80 edge-to-edge (3.36"L x 2.11"W / 85.3 mm L x 53.7 mm W); CR-79 (3.3"L x 2.04"W / 83.8 mm L x 51.8 mm W)
Accepted Card Thickness	.009" - .040" / 9 mil - 40 mil / .229 mm - 1.016 mm
Accepted Card Types	PVC or polyester cards with polished PVC finish; monochrome resin required for 100% polyester cards; rewrite
Input Hopper Card Capacity	100 cards (.030" / .762 mm)
Output Hopper Card Capacity	Single-sided: Up to 30 cards. Dual-sided: Up to 100 cards. (.030" / .762 mm)
Card Cleaning	Card cleaning roller integrated into ribbon cartridge; cleaning roller is automatically replaced with each ribbon change
Memory	32 MB RAM
Software Drivers	Windows® XP / Vista™ (32 bit & 64 bit) / Server 2003, 2008, 2012 / Windows® 7, 8 & 10 (32 & 64 bit)
Interface	USB 2.0, optional Ethernet with internal print server
Operating Temperature	65° to 80° F / 18° to 27° C
Humidity	20-80% non-condensing
Dimensions	Single-sided printer: 8.8"H x 13.7"W x 7.9"D / 224 mm H x 348 mm W x 201 mm D Dual-sided printer: 9.8"H x 18.7"W x 9.2"D / 249 mm H x 475 mm W x 234 mm D
Weight	Single-sided: 7.5 lbs. / 3.4 Kg; dual-sided: 10 lbs. / 4.54 Kg
Agency Listings	Safety: UL 60950-2, CSA C22.2 (60950-07), and CE; EMC: FCC Class A, CE (EN 55022 Class A, EN 55024), CCC, BSMI, KC
Environmental Features	GreenCircle® Certified card printer (base models only without encoders), refillable supply cartridges (ECO), card rewrite support
Supply Voltage	100-240Vac, 50-60Hz, 1.6 Amps max
Supply Frequency	50 Hz / 60 Hz
Warranty	Printer: three years***; printhead: three years***, unlimited card passes with UltraCard™
Encoding Options (HID Encoders)	Supported smart card and magnetic stripe technologies: 125 kHz (HID Prox) reader, 13.56 MHz (iCLASS® Standard / SE / SR / Seos, MIFARE Classic®, MIFARE Plus®, MIFARE DESFire®, MIFARE DESFire EV1/ EV2, ISO 14443 A/B, ISO 15693) read/write encoder; contact smart card encoder reads from and writes to all ISO7816 1/2/3/4 memory and microprocessor smart cards (T=0, T=1) as well as synchronous cards; ISO magnetic stripe encoding, dual high- and low-coercivity, tracks 1, 2 and 3
Supported Access Control Credential Programming	iCLASS Standard/SE/SR/Seos, MIFARE Classic, MIFARE DESFire EV1, HID Prox
Options	Dual-sided printing; smart card encoding (contact/contactless); magnetic stripe encoding; printer cleaning kit; Ethernet with internal print server; secure proprietary consumables system
Software	FARGO Workbench™ diagnostic utility with Color Assist spot color matching
Display	Color-changing status buttons

* Indicates the ribbon type and the number of ribbon panels printed where Y=yellow, M=magenta, C=cyan, K=resin black, O=overlay, B=dye sublimation black.

** Print speed indicates an approximate print speed and is measured from the time a card drops into the output hopper to the time the next card drops into the output hopper. Print speeds do not include encoding time or the time needed for the PC to process the image. Process time is dependent on the size of the file, the CPU, amount of RAM and the amount of available resources at the time of the print.

*** Three-year warranty available on printers and printheads with completion of online printer registration. (Two-year warranty standard on both printer and printheads without online printer registration.)



hidglobal.com

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Asia Pacific: +852 3160 9800 | Latin America: +52 (55) 9171-1108

For more information, please click here

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2022-11-17 fargo-dtc1250e-printer-nae-ds-en PLT-01776

Part of ASSA ABLOY



ITEM # 13.



Terms & Conditions

SHIPPING & HANDLING: All Shipping & Handling Charges are included in this proposal/contract. No additional Shipping & Handling Charges will be billed beyond the price of this agreement unless agreed to in advance by the Customer.

MODIFICATIONS: Sales proposal/contract modifications are possible pending technical evaluation, and could lead to an increase/decrease in proposal/contract price. Any additional equipment or services required by any Authority Having Jurisdiction (AHJ), property leasing agent or manager, owner's representative, or other interested authorized 3rd party are not covered by the scope of this proposal and will require a change order or revised proposal/contract in order to be included in the project. Labor for installation of any additional equipment or services will be included in the change order or revised proposal/contract.

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WARRANTY: Installations include a One-Year Warranty on software and hardware (unless otherwise noted) from the date of system certification or completion date. The Warranty covers parts and labor provided by Modern Electrical Contracting, Inc. This warranty does not apply to components which have been subject to abuse, misuse, negligence, accidents, acts of God, an act of War or to which any modifications, alterations, or repairs have been made or attempted by anyone other than Modern Electrical Contracting, Inc. Warranty is void if other equipment's and/or components are installed or modifications are made to the system not provided by Modern Electrical Contracting, Inc. Programming changes required after 60 days of commissioning of the system will be billable at the current billable rate. Non-warranty repairs requested by the Purchaser will be subject to Modern Electrical Contracting, Inc.'s current billable rate.

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CUSTOMER RESPONSIBILITIES: Customer shall provide Modern Electrical Contracting, Inc. access to all necessary facilities for the performance of the installation. Customer agrees that working areas will be free from obstructions and all personal items including furniture will be moved prior to our arrival on site. Customer agrees to hold Modern Electrical Contracting, Inc. harmless and accepts full responsibility for any personal items damaged that are not removed from the work area, prior to the commencement of work. Customer shall also provide the following: Adequate space for storage and handling of Material, Light, Water, Heat, Heat Tracing, Electrical Service, Local Telephone, Watchman, Crane and Elevator Service, and any necessary Permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. In the event that the Customer become aware of any malfunction in the Covered System(s), Modern Electrical Contracting, Inc. should be promptly notified. This agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Modern Electrical Contracting, Inc. determines that

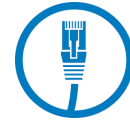
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- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.



Proposal

<u>Proposal #:</u> 1117	<u>Customer #:</u> 1019	<u>System Type:</u> CCTV	<u>Proposal Date:</u> 03/01/2023	<u>Salesperson:</u> McCoy, Undra
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<u>Sold To:</u> Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	<u>Site Info:</u> The Senior Center at Ashland City 104 Ruth Dr. Ashland City TN 37015 (615) 792-3629
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Project Descriptions: Camera System (10 Cameras)

Charges			
Quantity	Item/Part Code	Description	
2.00	Installation Fee	Installation	
5.00	VD-N43AJ52	4MP Starlight IR Eyeball Camera with Smart Motion Detection, 2.8mm Fixed Lens	
5.00	N43BU82	WizSense 4MP IR Turret IP Camera with Active Alarm and Analytics, 2.8mm Fixed Lens, white, Built-in Microphones, and a Built-in Speaker	
5.00	PFA137	Junction Box for Turret IP Cameras, White	
1.00	OE-MEX0802	Port POE 120W Appliance w/Linux OS & 2TB NO Software	
10.00	OE-OWSSEL-5Y	1CH 5 Year OWS Cloud License Incl. Software Updates and OWS Features, 1 License Required per Apex Recording License	
10.00	OE-ASE1	Apex Embark 1CH License (Max 16)	
1.00	TQ-TPETG84	8-Port Gigabit PoE+ Switch, 120W, 16Gbps	
10.00	Cam Wire Drop	CAT6 Camera Wire Drop	
1.00	Misc 1	Connectors, Zip ties, anchors, etc..	
1.00	MECI-SHIP	Shipping	

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 9,571.05

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Note

Note



THE SENIOR CENTER AT ASHLAND CITY

104 Ruth Dr.
Ashland City, TN

SURVEY

The Senior Center at Ashland City-Survey-1



March 1st, 2023

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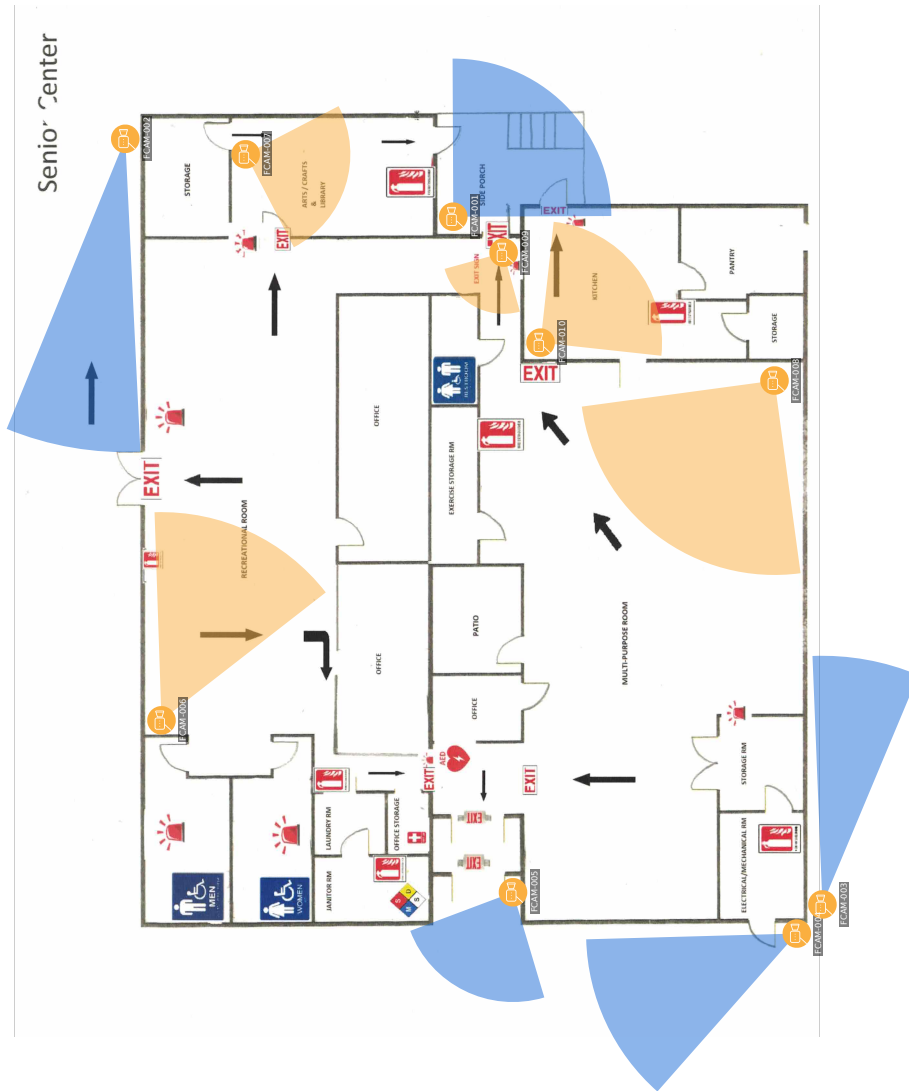
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BILL OF MATERIALS	3
LAYOUT	4

BILL OF MATERIALS - The Senior Center at Ashland City-Survey-1

<u>MAKE</u>	<u>MODEL#</u>	<u>ACCESSORIES</u>	<u>QUANTITY</u>
 Video Surveillance			10
 Fixed Camera			10
---	---		10

LAYOUT - The Senior Center at Ashland City-Survey-1

Video Surveillance	
Fixed Camera	10





Terms & Conditions

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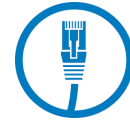
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Proposal

<u>Proposal #:</u> 1028	<u>Customer #:</u> 1019	<u>System Type:</u> Access Control	<u>Proposal Date:</u> 03/02/2023	<u>Salesperson:</u> McCoy, Undra
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<u>Sold To:</u> Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	<u>Site Info:</u> Police Department 233 Tennessee Waltz Parkway, Suite 101 Ashland City TN 37015 (615) 792-4211
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Project Descriptions: 8 Door CDVI Panels & Readers

Charges			
Quantity	Item/Part Code	Description	
1.00	Engineering - Security	Engineering - Security	
4.00	CV-A22K1BT	CDVI A22K1BT Krypto Mobile-PASS Kit 2 Door	
36.00	Installation Fee	Installation	
2.00	CV-TAGEV2	CDVI TAG-EV2 Mifare DESFire EV2 4K Key Ring Tag, 13.56 MHz, 25-Pack	
2.00	CV-ISOEV2	Printable - Mifare DESFire EV2 ISO Card, 25-Pack	
1.00	CV-AMC25	25 mobile credentials that can be added into your ATRIUM system. Give users the ability to unlock doors with their phone when using the ATRIUM BT app.	
1.00	AX-600ULACM	Altronix AL600ULACM Access Power Controller w/ Power Supply/Charger, Eight Fused Relay Outputs, 12/24VDC at 6A, BC400 Enclosure	
2.00	UZ-NP412	12V 4Ah General Purpose VRLA Battery	
2.00	UZ-NP712	Yuasa NP 7-12 12V 7Ah Sealed Rechargeable Lead-Acid Battery, A/D Terminals	
1.00	Misc 1	Connectors, Zip ties, anchors, etc..	
1.00	MECI-SHIP	Shipping	

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 11,377.58

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Note

Note



Terms & Conditions

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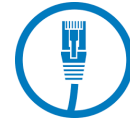
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Proposal

<u>Proposal #:</u> 1031	<u>Customer #:</u> 1019	<u>System Type:</u> Access Control	<u>Proposal Date:</u> 03/02/2023	<u>Salesperson:</u> McCoy, Undra
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<u>Sold To:</u> Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	<u>Site Info:</u> Wastewater Treatment 109 Adkisson Street Ashland City TN 37015 (615) 792-5750
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Project Descriptions: 4 Door CDVI Panels & Readers

Charges			
Quantity	Item/Part Code	Description	
1.00	Engineering - Security	Engineering - Security	
2.00	CV-A22K1BT	CDVI A22K1BT Krypto Mobile-PASS Kit 2 Door	
16.00	Installation Fee	Installation	
2.00	CV-TAGEV2	CDVI TAG-EV2 Mifare DESFire EV2 4K Key Ring Tag, 13.56 MHz, 25-Pack	
2.00	CV-ISOEV2	Printable - Mifare DESFire EV2 ISO Card, 25-Pack	
1.00	CV-AMC25	25 mobile credentials that can be added into your ATRIUM system. Give users the ability to unlock doors with their phone when using the ATRIUM BT app.	
1.00	AX-600ULACM	Altronix AL600ULACM Access Power Controller w/ Power Supply/Charger, Eight Fused Relay Outputs, 12/24VDC at 6A, BC400 Enclosure	
1.00	UZ-NP412	12V 4Ah General Purpose VRLA Battery	
1.00	UZ-NP712	Yuasa NP 7-12 12V 7Ah Sealed Rechargeable Lead-Acid Battery, A/D Terminals	
1.00	Misc 1	Connectors, Zip ties, anchors, etc..	
1.00	MECI-SHIP	Shipping	

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 6,338.69

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Note

Note



Terms & Conditions

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Proposal

Proposal #: 1032	Customer #: 1019	System Type: Access Control	Proposal Date: 03/02/2023	Salesperson: McCoy, Undra
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Sold To: Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	Site Info: Fire Station 2 200 Marrowbone Lane Ashland City TN 37015 (615) 792-4531
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Project Descriptions: 4 Door CDVI Panels & Readers

Quantity	Item/Part Code	Description
1.00	Engineering - Security	Engineering - Security
2.00	CV-A22K1BT	CDVI A22K1BT Krypto Mobile-PASS Kit 2 Door
16.00	Installation Fee	Installation
2.00	CV-TAGEV2	CDVI TAG-EV2 Mifare DESFire EV2 4K Key Ring Tag, 13.56 MHz, 25-Pack
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1.00	Misc 1	Connectors, Zip ties, anchors, etc..
1.00	MECI-SHIP	Shipping

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 6,338.69

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Note

Note



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BILLING TERMS: Standard (NET30) - Installations less than \$1,500 requires 100% Deposit at the time of initial order. All Installations greater than \$1,500 requires a deposit of 50% at the time of initial order with the balance due at the time of completion. Any other Billing Terms must be agreed in writing by Modern Electrical Contracting, Inc. at the time of initial order or these Standard Billing Terms will apply.

WARRANTY: Installations include a One-Year Warranty on software and hardware (unless otherwise noted) from the date of system certification or completion date. The Warranty covers parts and labor provided by Modern Electrical Contracting, Inc. This warranty does not apply to components which have been subject to abuse, misuse, negligence, accidents, acts of God, an act of War or to which any modifications, alterations, or repairs have been made or attempted by anyone other than Modern Electrical Contracting, Inc. Warranty is void if other equipment's and/or components are installed or modifications are made to the system not provided by Modern Electrical Contracting, Inc. Programming changes required after 60 days of commissioning of the system will be billable at the current billable rate. Non-warranty repairs requested by the Purchaser will be subject to Modern Electrical Contracting, Inc.'s current billable rate.

SERVICE & FINANCE CHARGES: 5% service/financing charge per month will be added to all amounts not paid by the 10th day of each progress billing cycle. A 5% service/financing charge per month will be added to all amounts not paid 15 days following the final invoice date (final invoice date is that date which final invoice is presented to the customer). Accounts over 30 days past due and are turned over for collections. Service charges, legal fees, and/or court costs will be added to balances placed for collection. Nonpayment of this quotation/contract voids warranty. Nonpayment of service agreement voids warranty and voids certification with any applicable local, state, federal jurisdictions and/or applicable insurance policies (i.e. Factory Mutual).

CUSTOMER RESPONSIBILITIES: Customer shall provide Modern Electrical Contracting, Inc. access to all necessary facilities for the performance of the installation. Customer agrees that working areas will be free from obstructions and all personal items including furniture will be moved prior to our arrival on site. Customer agrees to hold Modern Electrical Contracting, Inc. harmless and accepts full responsibility for any personal items damaged that are not removed from the work area, prior to the commencement of work. Customer shall also provide the following: Adequate space for storage and handling of Material, Light, Water, Heat, Heat Tracing, Electrical Service, Local Telephone, Watchman, Crane and Elevator Service, and any necessary Permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. In the event that the Customer become aware of any malfunction in the Covered System(s), Modern Electrical Contracting, Inc. should be promptly notified. This agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Modern Electrical Contracting, Inc. determines that

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repairs are recommended, repair charges will be submitted to the Customer for approval prior to any work being performed. Should such repair work be declined, Modern Electrical Contracting, Inc. shall be relieved from any and all liability arising therefrom.

Customer may further be required to:

- Supply required schematics and drawings unless they are to be supplied by Modern Electrical Contracting, Inc. in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System (s) are operational and notify Modern Electrical Contracting, Inc. as soon as possible under the circumstances. **Modern Electrical Contracting, Inc. 300 Hill Ave. Nashville, TN 37210 PH: 615-256-3200**
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.



Proposal

Proposal #: 1029	Customer #: 1019	System Type: Access Control	Proposal Date: 03/02/2023	Salesperson: McCoy, Undra
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Sold To: Town of Ashland City 233 Tennessee Waltz Parkway, Suite 103 Ashland City TN 37015 (615) 792-4211 DNoe@ashlandcitytn.gov	Site Info: Public Works 233 Tennessee Waltz Parkway, Suite 102 Ashland City TN 37015 (615) 792-4211
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Project Descriptions: 4 Door CDVI Panels & Readers

Charges			
Quantity	Item/Part Code	Description	
1.00	Engineering - Security	Engineering - Security	
2.00	CV-A22K1BT	CDVI A22K1BT Krypto Mobile-PASS Kit 2 Door	
16.00	Installation Fee	Installation	
2.00	CV-TAGEV2	CDVI TAG-EV2 Mifare DESFire EV2 4K Key Ring Tag, 13.56 MHz, 25-Pack	
2.00	CV-ISOEV2	Printable - Mifare DESFire EV2 ISO Card, 25-Pack	
1.00	CV-AMC25	25 mobile credentials that can be added into your ATRIUM system. Give users the ability to unlock doors with their phone when using the ATRIUM BT app.	
1.00	AX-600ULACM	Altronix AL600ULACM Access Power Controller w/ Power Supply/Charger, Eight Fused Relay Outputs, 12/24VDC at 6A, BC400 Enclosure	
1.00	UZ-NP412	12V 4Ah General Purpose VRLA Battery	
1.00	UZ-NP712	Yuasa NP 7-12 12V 7Ah Sealed Rechargeable Lead-Acid Battery, A/D Terminals	
1.00	Misc 1	Connectors, Zip ties, anchors, etc..	
1.00	MECI-SHIP	Shipping	

X

Agreed To By
Signature

Initials

Invoice Payment Terms - NET 30

Grand Total: 6,338.69

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Note

Note