



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

July 07, 2026, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of June 2, 2026, Regularly Scheduled Workshop Minutes

PUBLIC FORUM

2. *Procedure for Speaking Before the Board*

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

REPORTS

3. Attorney: Jennifer Noe
4. Chief of Staff/Codes Director: Allen Nicholson
5. City Recorder
6. Court Department: Cynthia Hollingsworth
7. Finance Department: Will Duffel
8. Fire Department: Chief Walker
9. Human Resources Department: Violet Black
10. Parks Advisory Board Report: Michael Smith
11. Parks Department: Anthony Clark
12. Police Department: Chief Ray

13. Public Works Department: Clint Biggers
14. Technology Department: Justin Wheeler
15. Thrive 55+ Department: Tammany Carter

NEW BUSINESS

- [16.](#) First Due Contract
- [17.](#) Exercise Instructor Contract
- [18.](#) Rails to Trails Lease Agreement
- [19.](#) WWTP Engineering Agreement Amendment #5
- [20.](#) John's Park Drainage and Sidewalk Change Orders 1 and 2
- [21.](#) Resolution: Donation from AO Smith for PD
- [22.](#) Resolution: Bus Stop Donation
- [23.](#) Resolution: BCBS Healthy Places Grant Application
- [24.](#) Resolution: Check Signers
- [25.](#) Ordinance: Amend Zoning Ordinance Vape Shops
- [26.](#) Ordinance: Rezone Natures Trail
- [27.](#) Ordinance: Amending Title 7, Chapter 6: Fireworks

EXPENDITURE REQUESTS

28. Request to Bid Road Paving

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

June 02, 2026, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

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

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the agenda with changes adding Ordinance 649 for the 2026/2027 budget to the agenda under unfinished business. The Second reading is scheduled to take place next week at the regularly scheduled City Council Meeting. All approved by voice vote. **Motion Passes**

APPROVAL OF MINUTES

1. Approval of May 5, 2026, Regularly Scheduled Workshop Minutes

A motion was made By Councilman Thompson, Seconded by Councilman Young, to approve May 5, 2026, minutes. All approved by voice vote. **Motion Passes**

PUBLIC FORUM

Jessica Wix proposed installing a three-sided shelter for school children during inclement weather near the water tower at Stratton Boulevard and Bell Street. She stated that Royalty Goodwin Contractors has offered to donate the shelter and bench, and she is seeking a donation for the concrete work, resulting in no cost to the Town. She also requested permission to place a small memorial plaque on the bench honoring her late grandfather, William Wilkinson, who practiced law in Ashland City with Judge Stinnett. Mayor Greer stated it was a great idea and asked Ms. Wix to contact him to discuss the project further.

REPORTS

2. Attorney: Jennifer Noe

Attorney Noe stated that she does not have anything to add that is not already addressed on the agenda.

3. Chief of Staff/Codes Director: Allen Nicholson

Mr. Nicholson provided his monthly report, noting 27 permits issued, 66 inspections completed, 60 open property maintenance cases, and year-to-date revenue of \$76,557.20. He reported progress on the zoning ordinance update, permit fee schedule revisions, business openings, property maintenance enforcement, grant activities, and contract renewals. Mr. Nicholson commended Jason Kimbrough for his work on property maintenance and recognized the Fire Department for providing CPR training to Town employees.

4. City Recorder: Mary Molepske

Ms. Molepske gave her report for the month highlighting agendas, minutes, contracts, resolutions, and ordinances that have been completed uploaded and filed, Advertisements completed, meetings attended, the wall that heals meetings, CPR training, and helping to serve

the seniors for the annual picnic. All public Records requests have been completed, and she continues to locate and organize Bicentennial trail documents and file the old contracts.

5. Court Department: Cynthia Hollingsworth

ABSENT

6. Finance Department: Will Duffel

Mr. Duffel gave a report for the month of May and the YTD City wide our revenue is 77% and expenses are 63% to plan. The General Fund is 71.7% in Revenue and Expenses are at 71.7%. Water and Sewer the revenue is running 85% to plan and Expenses are running 54% to plan.

7. Fire Department: Chief Walker

Chief Walker gave a monthly report and highlighted they answered 104 calls to the citizens, attended meeting with the codes and city attorney regarding violations on Apartment Building complex, hosted a Tourism Workshop for ECD with approximately 40 in attendance at station one, we still have 2 firefighters out on light duty, we taught CPR to city employees, we had a tour for 40 children through station one, our recruit class is halfway through the medical training and doing well, Engine 10 (our newest engine at 10 years old) is currently out of service with a busted radiator, Engine 20 (our next newest engine is 30 years old), we gave and installed 10 smoke detectors into 2 separate homes, we checked 3 child car seats and gave and installed 1 other.

8. Human Resources Department: Violet Black

Ms. Black gave her report highlighting she attended and week long conference, continued to work on the insurance liability and worker's comp, there is a final meeting this week to go through numbers, working on HR issues in a couple of different departments, working on a policy update, open enrollment completed last week for medical, dental, and vision, attended the wall meeting, attended Tennessee PRIMA roundtable for playground and park safety, attended the Thrive 55 volunteer luncheon, and attended CPR Training.

9. Parks Advisory Board Report: Michael Smith

Councilman Smith gave a report and highlighted they finalized summer events, food truck frenzy which will accompany Music in the Park on the 13th from 12-8pm and the concert begins at 6pm. We are planning to have a new event which is the City-Wide Arts Festival, that date is set for May 15, 2027, and the name that was selected is the Ashland City Arts on the River. We will take our time planning to make it a big event for the city.

10. Parks Department: Anthony Clark

Mr. Clark could not attend the meeting because he is overseeing Summerfest, so Mr. Allen Nicholson presented his monthly update. Mr. Nicholson gave highlights, new shingles have been installed at the Johns Park Pavillion and the Tennis Courts, Farmer's Market began this month, Riverbluff has had many rentals this month and we hosted a fishing tournament, charity motorcycle run, Thrive 55 senior picnic and the veterans memorial day gathering, He attended the CPR Training, got speed cushions at Riverbluff Park, soccer ended the spring season, attended meetings for the veterans memorial wall, warship museum, preconstruction for Johns Park, Healthy Living, workshop budget, working on tourism grants, working on sidewalks at Johns Park. Summerfest will run through Saturday, and he advised it would open daily at 6PM and run through 10pm.

11. Police Department: Chief Ray

Chief Ray gave a report highlighting they have the issue with the E-Tickets corrected, they have received new body cameras, we met with Motorola several times to get the information for the radio purchase, the LPR's are all installed and functioning, advised will can move forward for the reimbursement of grant funds. We attended the THSO meeting and we got the speed sign installed and running, and we generated 1165 calls in May. Our open position is filled, and he is starting on the 15th of this month.

12. Public Works Department: Billy Harris

Mr. Harris gave his monthly report highlighting completed work orders, weekly maintenance areas are completed at the water tanks and sewer stations, completed TN one calls, cleaning

out ditches and working on new culverts, replacing 9 streetlights. It is mowing season and they have been busy mowing the areas they maintain.

13. Technology Department: Justin Wheeler

Mr. Wheeler gave his report highlighting that the cameras at Riverbluff Park went down, we made sure to understand how and when this happens, we are aware and can resolve it faster. I finished the IT questionnaire for the possible new insurance company, the digital sign was having issues and have been resolved, I have been meeting with a few companies that offer web site services, I have met with Civic Plus a few times and will have another meeting this week. I added Renee Cannon as an admin to update the website and calendars with events. Attended CPR Training, swapped out desktops at thrive 55. Completed annual training and test for criminal justice.

14. Thrive 55+ Department: Tammany Carter

Ms. Carter provided her monthly report, noting 1,569 members served, 266 member meals provided, and seven new member applications received. She reported completion of grant-funded purchases and reporting requirements, ongoing work on a second grant, submission of required financial reports, and completion of a financial monitoring visit. She highlighted several activities and events, including appreciation lunches, CPR training, SAIL classes and certifications, the annual senior picnic, and planning for upcoming programs. Ms. Carter also reported receipt of a new TDOT bus and efforts to obtain vehicle graphics, and she expressed appreciation to the Fire Department and Public Works Department for their assistance and support.

UNFINISHED BUSINESS

Ordinance 649: 2026/2027 Budget

Mayor Greer stated this is for the 2nd reading of the 2026/2027 budget that will take place at the Regularly Scheduled City Council Meeting on June 9, 2026.

Mr. Duffel advised this is for the budget for next year, there are no current updates, but when we get the final numbers from Violet for insurance, I will input them into the budget and present them for the 2nd reading next week.

Mayor requested the numbers get distributed to the council when he has received them.

NEW BUSINESS

15. Resolution 2026-34 - Motorola Contract

Mr. Duffel advised this is for the new radios and we have 2 options on the purchase. The option is whether to partner with the county or not when making this purchase. We would receive a 5% discount to purchase in the first option, and the second option is to join with the county and place orders at the same time but separate POs for an additional 2% discount bringing the discount total to 7%. These options were discussed in the Budget workshop, but we need an official resolution to present to Motorola. Mr. Duffel confirmed that this would go in effect in Fiscal year 2028.

16. Resolution 2026-35 - Rural Health Transformation Program

Mr. Duffel advised that last week the Tennessee Department of Health issued a statement that they have a large amount of money that they need to distribute in a very swift time frame and so we are asking for your blessing to apply for these grants as they come up and do not align with our council meetings, not everything on the list will be pertinent to the Town of Ashland City but there are at least 3 of them that will be. We want to be sure we have your approval to apply as they are available.

17. Bicentennial Trail - Letter of Intent for Phase 1 Discussion

Attorney Noe reported that the engineering plans have been completed and approved after delays with Kimley-Horn. By mutual agreement, the Town will move forward with procuring engineering services for the bidding and construction phases of the project. Mr. Nicholson stated an RFQ has

been issued, and proposals will be reviewed and scored by a committee before being presented to the Council.

18. Resolution 2026-36 - FEMA Grant Applications

Chief Walker advised they are asking the council for their blessing to apply for these grants as they are available because of the short time frames to apply and they may not line up with our meetings. FEMA has 648 million available this year. We usually apply for every year, some of them have matches and some do not have matches. There are 3 different grants we are asking to apply for and some of the numbers are off. Here is the overview and we will have the numbers correct by next week.

1. AFG – Operations & Safety for training, equipment, wellness initiatives, we are asking for \$ 153,063.00 with a required 5% local match which equals \$7,836.90 and this is for personal protective gear, hoses and nozzles, and items we cut from our budget.
2. Vehicle Acquisition and we are going to ask for a new engine, the maximum we can request is one million dollars, which would make the 5% match Approximately \$50,000.00.
3. Fire Prevention and Safety Grant Program for public education and fire safety programs, total requested is Total request - \$186,549.00 and this would be for a Fire Safety Trailer, we can take this around to local schools and the kids crawl through it and it has simulated smoke and Fire and also has whether alert that tells them when to go to the hallways for safety during storms. It will simulate lightning and it shakes and is cool for the kids. It also offers a robotic dog that can be taken around to talk to the kids. We would like to apply for an LED sign on a trailer to advertise to new recruits and when not in use for the Fire Department it can be used for other departments.
4. SAFER – Recruitment and Retention of Firefighters to assist with recruiting volunteer firefighters, with no local match required. We have been awarded this grant 4 times prior. They pay for their gear and training and only leave us a few things to buy.
5. The last one on there we are not going to apply for this time. It is not 100% coverage as we thought it was. It would cost the city 25% of the first 2 years of their salary and next year we would have to pay 65% of their salary.

We will have all the updated information on the resolution for next week's vote.

19. Resolution 2026-37: Fire Fighters Leave Policy

Chief Noe explained a proposed adjustment to leave benefits for shift firefighters who work 24-hour shifts on a 24/48 schedule. He noted that these employees work significantly more hours annually than employees on a standard 40-hour workweek but currently receive the same vacation, sick leave, and holiday benefits. The proposed change would adjust leave calculations to reflect their work schedule, allowing firefighters to receive the equivalent amount of time off without having to use additional leave to cover scheduled shifts. He stated that a similar adjustment is proposed for holiday benefits to maintain consistency with other employees. The change is already included in the budget and will not affect the budget figures presented for second reading next week.

20. Change Order: # 7 - WWTP Construction

Mr. Harris advised this is a change order for a 30-day extension for the Belt Press installation completion. Startup will be on June 22nd and MR which is our Scada control guys that are finishing up with the programming. The money will come out of the contingency funds.

21. Contracts: Thrive 55 Instructors

Ms. Carter advised these are renewal contracts for the current instructors at the center and one new instructor. They will remain doing a 1099 and run the fitness classes for another year.

22. Contract: Friday Night Dance Lease

Ms. Carter advised this is a yearly renewal for the Friday night dances held at the center. They have asked for a month to month, but it does have a 30-day cancellation for either party so nothing has changed.

23. Surplus Property: Thrive 55 Center - GE Stove

The stove at Thrive 55 senior center was replaced with grant money, and this is the old stove that was just not working very well for the amount of food we have to prepare. We would like to sell the old stove as we already have the new one.

EXPENDITURE REQUESTS

24. None

OTHER

25. 2024/2025 Audit Discussion

Mr. Duffel advised the audit firm we are contracted with to provide the 24/25 audit will not have it completed until September. We had a phone conversation with them 2 weeks ago with Attorney Noe present and they offered to rescind the contract and allow us to interact with another firm to complete the 24/25 audit. Our new auditor for Fiscal year 26 has the capacity to take on the work and so we would like to move forward with the new auditor for the Fiscal year 25 audit. The new auditor can get here in July to get that completed and roll directly into the most recent year audit.

Attorney Noe explained the audit company was bought out, and they dropped the ball on getting the audit completed. We had a zoom meeting with the new owner, and they admitted they dropped the ball. They got an extension from the Comptroller's office for the end of December and then they got another extension for the end of March and then got another extension for the end of July, and they have now told us they will not be back until the end of September. They offered to release us from the contract. We have discovered we are not the only city that has fallen into this situation with them. Will has confirmed we are not alone in this situation at the Comptroller's office. The proposal they offered would have them getting our audit 10 months late. They have received \$9,000.00 for the services this far; I am going to request it to be returned. We may or may not receive it back, but I advise not to remain there and go any further in the hole. Will recommended this other company because of the problems we were having, and it was approved to change for the 26 audit. We may have to bring a new contract to you for the audit to be completed, and we may be out the money that was already paid to the prior company. I think this is what is best for the city. Mr. Nicholson advised that on the zoom call they were agreeable to us asking for the return of \$9,000.00. The only work that has been done is fieldwork where they come out and look at some of our records and one of the days, they were here their equipment was not working. We are currently working with the Comptroller and the old firm and new firm to get this all lined up and we are hoping we can get it completed before next week, but I cannot guarantee it. The state understands that this is not fault of the city and is not going to take away any state funding. We may have to call a special-called meeting if it cannot be completed by next week.

26. Surplus Property: 2017 Ford Utility Interceptor (R1)

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

27. Surplus Property: 2017 Ford Utility Interceptor (817)

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

28. Surplus Property: 2017 Ford Utility Interceptor (812)

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

29. Surplus Property: 2017 Ford Utility Interceptor (804)

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

30. Surplus Property: Alcouisor Mercury - Portable Breathalyzer - total of 4

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

31. Surplus Property: Eo - Tech 512 Optics - Total of 11

Mayor Greer confirmed with Attorney Noe that we could address all toe surplus nominations from the police department together.

32. Surplus Property: Taser X26, Holster, and Cartridges - Total of 19

Chief Ray advised that the 2017 Interceptors were cars that are moving out of rotation and new vehicles will be taking their place. Some of them cannot be put back on the road for various reasons.

Chief Ray advised that the other equipment being surplusd have been replaced and they are out of date or obsolete.

ADJOURNMENT

A motion was made by Councilman Thompson, seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:03 PM

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



PRICING PROPOSAL

Quote for Ashland City Fire Department (TN)

ID: quot_pgOndGo5v1DGD

Prepared by: Kevin Mulligan



From	Ship To	Bill To
Locality Media, LLC dba First Due	Derek Noe	Derek Noe
390 NE 191st St	Ashland City Fire Department (TN)	Ashland City Fire Department (TN)
Ste 17328	dnoe@ashlandcitytn.gov	PO Box 36
Miami, FL 33179, US		Ashland City, TN 37015, United States
		dnoe@ashlandcitytn.gov

\$13,100.00

Contract Period	Jul 31, 2026 - Jul 30, 2027
Contract Length	12 Months
Quote Expiration	Jul 17, 2026
Payment Terms	Net 30
Annual Subscription:	\$10,500.00

Offering	Date	Amount
Responder (Subscription) Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	Jul 31, 2026 - Jul 30, 2027 12 Months	\$7,000.00
Occupancy Management & Pre-Incident Planning (Subscription) Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.		
Hydrant Management - Advanced (Subscription) With Advanced Hydrants, conduct hydrant inspections, record service and maintenance, perform flow testing and reporting.		
Inspections (Subscription) Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.		
Incident Reporting - Fire Incident Documentation (Subscription) Fire Incident Documentation enabling ongoing State and Federal compliance with NFIRS and NERIS data standards.		
AI Enhanced Documentation: Fire Reporting (Subscription) AI powered transcription and documentation solution to assist with completing NFIRS/NERIS reports.		
CAD Integration (Subscription) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.		
	Jul 31, 2026 - Jul 30, 2027 12 Months	
Personnel Management (Subscription) Store, manage and access Employee Records including demographic data, certifications and employment information.		\$500.00
Daily Roster (Subscription) Manage daily shiftboard with drag and drop functionality, pre-defined assignments and rotations. Note: This does not include any outbound communication to users outside of email notifications. Does not include any advanced Scheduling features.		\$1,000.00
Assets & Inventory (Subscription) Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.		\$2,000.00
	Jul 31, 2026	
Implementation and Configuration Services (Onetime) Services related to configuring and customizing the First Due Platform as described in the Statement of Work.		\$1,800.00
Essentials Online Training Package (Onetime) Up to 4 Hours Online Training with certified First Due Instructor		\$800.00

One-Time Fees Subtotal	\$2,600.00
Subscription Fees Subtotal	\$10,500.00
Total	\$13,100.00

BILLING

BILLING SCHEDULE

Jul 31, 2026	\$13,100.00
Total	\$13,100.00

The billing schedule reflects standard charges only. Any applicable credits will be applied at the time of invoicing.

TERMS AND CONDITIONS

Governing Terms and Conditions: This Quote, together with the attached statement of work, service descriptions, exhibits, or schedules (collectively, the "Quote Documents"), is subject to and governed by the First Due Terms and Conditions, available at: <https://www.firstdue.com/generalterms>. The First Due Terms and Conditions are incorporated into this Quote by reference and, together with this Quote and the Quote Documents, constitute the agreement between First Due and Customer governing the Services described herein. By executing this Quote, or by issuing a purchase order or other written acceptance that references this Quote, Customer agrees to be bound by the First Due Terms and Conditions.

Acceptance. This Quote shall become binding upon the earliest of: (a) Customer's execution of this Quote; (b) Customer's issuance of a purchase order or similar ordering document referencing this Quote; or (c) Customer's access to or use of the Services described in this Quote.

Signature Page

Ashland City Fire Department (TN)

Signature: _____

Date: _____

Name: Derek Noe

Job Title: Chief

Email: dnoe@ashlandcitytn.gov

Locality Media, LLC dba First Due

Signature: _____

Date: _____

Name: Josh Stanley

Job Title: CFO

Email: josh.stanley@firstdue.com

QUOTE SUPPLEMENT TO FIRST DUE QUOTE

This Quote Supplement is issued pursuant to and incorporates by reference the First Due General Terms and Conditions (the "**General Terms and Conditions**"), which govern Customer's access to and use of the Services. This Quote Supplement, together with the applicable Quote, the General Terms and Conditions, and any applicable SOWs or addenda expressly referenced herein, constitutes the binding agreement between First Due and Customer (collectively, the "**Agreement**"). Capitalized terms used but not defined in this Quote Supplement shall have the meanings set forth in the General Terms and Conditions. In the event of any conflict or inconsistency among the foregoing documents, the order of precedence set forth in the Agreement shall apply.

1. **ORDER OF PRECEDENCE.** If there is any conflict or inconsistency among the documents comprising the Agreement, the following order of precedence shall apply, but only to the extent of such conflict: (a) the Quote, with respect to commercial terms, fees, subscription term, and purchased Services; (b) the applicable SOW(s), with respect to the scope, timing, assumptions, and deliverables for professional services; and (c) the General Terms and Conditions, with respect to all other legal, risk-allocation, and governance matters. No terms or conditions contained in any Customer purchase order, invoice, or other Customer-provided document shall apply unless expressly agreed to in writing by First Due.
2. **AUTO-RENEWAL; RENEWAL PRICING; NOTICE OF NON-RENEWAL.** Unless otherwise expressly stated in this Quote, the subscription term for the Services shall automatically renew for successive renewal periods equal in length to the initial subscription term (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current subscription term. Renewal shall occur on the then-current General Terms and Conditions, together with any updated policies referenced therein, unless the parties expressly agree otherwise in writing. Unless otherwise expressly stated in this Quote, the subscription fees are subject to adjustment by First Due on an annual basis during the Initial Term and each Renewal Term. Any increase in the annual subscription fees for the same scope of Services shall not exceed ten percent (10%) over the fees payable for the immediately preceding twelve (12) month period, exclusive of increases attributable to (i) changes in the scope of Services, user counts, usage levels, modules, or features, (ii) applicable taxes, or (iii) third-party pass-through costs. If Customer is a governmental or quasi-governmental entity subject to fiscal-year funding or appropriation requirements, renewal is expressly contingent upon the availability and appropriation of funds for the applicable Renewal Term. In the event funds are not appropriated or otherwise made available, Customer may elect not to renew by providing written notice to First Due prior to the commencement of the applicable Renewal Term, and Customer shall have no further payment obligation beyond amounts accrued during the then-current term.
3. **INSURANCE.** During the term of the Agreement, First Due shall maintain commercially reasonable insurance coverage appropriate, which may include technology errors and omissions insurance and commercial general liability insurance. Upon written request, First Due shall provide Customer with a certificate of insurance evidencing such coverage.
4. **CHANGES TO TERMS OF USE.** First Due may update or modify the General Terms and Conditions from time to time. Any such updates shall apply on a prospective basis; provided, however, that no such modification shall materially diminish Customer's rights or materially increase Customer's obligations during the then-current term without Customer's prior written consent. Notwithstanding the foregoing, the version of the General Terms and Conditions in effect as of the effective date of this Quote shall govern the parties' rights and obligations during the then-current term with respect to any material terms. First Due may implement non-material updates, including those reflecting changes in law, clarifications, or administrative or operational improvements, without notice to Customer.

1. INTRODUCTION

1.1 Purpose. This Statement of Work ("SOW") is entered into pursuant to, and forms part of, the Agreement between Locality Media, LLC dba First Due ("First Due") and the customer identified in the applicable Quote ("Customer"). As contemplated by the General Terms and Conditions (the "General T&Cs"), the Agreement consists of (i) one or more written quotes, order forms, or similar ordering documents issued by First Due and accepted by Customer (each, a "Quote"), (ii) this SOW, and (iii) the General T&Cs.

This SOW describes the specific implementation-related services to be provided by First Due in connection with Customer's licensed use of the products and services identified in the applicable Quote (the "Purchased Products"). The purpose of this SOW is to define, at a high level, the scope, assumptions, responsibilities, and limitations applicable to such implementation services, including configuration, training, data migration, integrations, and transition to ongoing customer success, as applicable.

This SOW is intended to supplement the Quote and the General T&Cs solely with respect to the scope, timing, assumptions, deliverables, and fees for the implementation services described herein and shall not modify, expand, or supersede any other rights, warranties, obligations, or risk-allocation provisions set forth in the General T&Cs or the applicable Quote.

1.2 Scope. Subject to the terms and conditions of the Agreement, First Due shall provide the implementation services expressly described in this SOW or in any Quote Supplement attached to the applicable Quote (each, a "Quote Supplement," and together with this SOW, the "Implementation Services") for the Purchased Products identified in the applicable Quote. In the event of any conflict between this SOW and a Quote Supplement with respect to the scope, sequencing, or details of the Implementation Services, the Quote Supplement shall control. The Implementation Services are limited to the configuration and enablement of existing First Due functionality, implementation assistance delivered in accordance with First Due's standard methodologies, and activities reasonably necessary to support Customer's initial deployment of the Purchased Products. For the avoidance of doubt, any services, functionality, deliverables, integrations, configurations, reports, workflows, data preparation, remediation, customization, or professional services not expressly described in this SOW or an applicable Quote Supplement (or, solely to the extent applicable, the Quote) are outside the scope of the Implementation Services. No obligations shall be implied based on industry standards, prior discussions, proposals, marketing materials, or Customer expectations.

First Due does not guarantee that the Purchased Products, whether alone or as implemented, will achieve any specific business outcome, regulatory result, operational metric, or workflow preference unless such commitment is expressly stated in writing in this SOW or an applicable Quote Supplement (or, if applicable, the Quote).

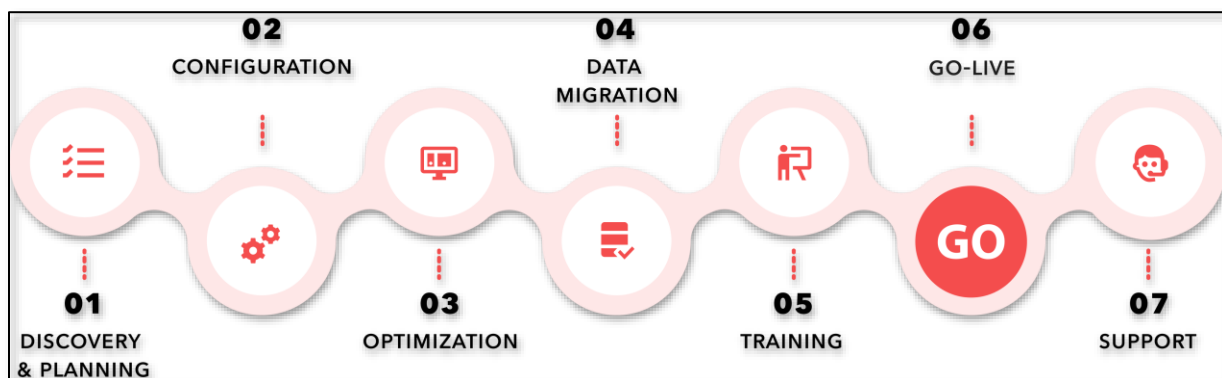
The Implementation Services do not include software development, custom feature creation, third-party system remediation, data cleansing or correction, legal, tax, or compliance advice, or ongoing managed or advisory services, unless expressly stated in the applicable Quote or a Quote Supplement or this SOW. Any modification to the scope of the Implementation Services, implementation timeline, or applicable fees shall require a mutually executed written change order in accordance with the Agreement. No verbal statements, email communications, purchase orders, or informal requests shall modify this SOW, any Quote Supplement, or the Agreement.

For Purchased Products offered as part of an "Essentials" or similar bundled implementation offering, the scope of Implementation Services is limited to the configuration and enablement of the modules and functionality expressly included in such bundle, as identified in the applicable Quote or Quote Supplement, and must be completed within the applicable Implementation Term described in Section 8.2. Any request to implement additional modules, defer implementation of included modules beyond the applicable Implementation Term, or materially alter the sequencing or scope of the bundled Implementation Services shall be treated as a change in scope requiring a written change order or a new statement of work, as determined by First Due.

2. IMPLEMENTATION

2.1 Overview. First Due shall perform the Implementation Services using its standard implementation methodology (generally depicted below), which may include a combination of structured (waterfall) and iterative activities. The Implementation Services are intended to support Customer's initial deployment of the Purchased Products and may include discovery, configuration, optimization, data migration, training, and go-live support, as applicable.

The parties acknowledge and agree that implementation timelines, sequencing, and activities are dependent upon Customer's timely performance of its obligations under this SOW, including the provision of information, access, approvals, and resources. All implementation milestones represent target objectives only and are not guarantees of completion by any specific date. First Due may reasonably modify the order, timing, or manner of implementation activities to maintain project efficiency or address dependencies, provided that the overall scope of the Implementation Services is not materially reduced.



2.2 Implementation Resources. First Due shall assign implementation personnel based on the Purchased Products, project complexity, and resource availability. Titles and role descriptions are provided for reference purposes only, and First Due may substitute personnel with comparable qualifications at its discretion.

First Due's implementation resources may include an implementation manager acting as the primary point of contact during implementation, product specialists supporting configuration and optimization of specific modules or functional areas, technical specialists supporting data migration and integrations, training personnel coordinating training activities, and a customer success manager participating during later stages of implementation to support transition to post-go-live engagement.

Nothing in this SOW shall be construed to require the assignment of specific individuals, minimum staffing levels, or dedicated personnel unless expressly stated in the applicable Quote.

2.3 Implementation Phases. The Implementation Services may include the phases described below. The inclusion, sequencing, timing, and depth of each phase depend on the Purchased Products and scope identified in the applicable Quote and this SOW. The phases described below reflect First Due's standard implementation approach and are provided for planning and reference purposes only.

2.3.1 Discovery and Planning. Once the implementation project has been initiated, Customer will receive tailored discovery questionnaires designed to gather information reasonably necessary to support implementation planning. Following completion of such materials, the Implementation Manager will schedule a project kick-off meeting during which Customer will receive initial system access, be introduced to the project team, and receive an overview of the Purchased Products and the implementation plan. The Implementation Manager will also establish meeting cadence and outline next steps. Where applicable, planning sessions for data migration and supported integrations, including CAD integration, will also be conducted during this phase and may be led by a Technical Implementation Specialist.

- **Key Meetings:** Project Kick-Off; CAD Kick-Off (if applicable); Data Migration Planning
- **Milestones:** Project Kick-Off; Initial System Access
- **Customer Tasks:** Completion of discovery questionnaires
- **Deliverables:** Welcome communication; initial account setup; system login credentials

2.3.2 Configuration. Following completion of discovery and planning, First Due will schedule configuration sessions to configure the Purchased Products using available functionality and standard configuration options. Configuration sessions may be conducted by the Implementation Manager or an Implementation Product Specialist, depending on the module or functional area. Customer may be required to complete preparatory tasks in advance of configuration sessions. The number and duration of configuration sessions may vary based on product scope and complexity.

- **Key Meetings:** Module configuration sessions (generally one to two per module)
- **Milestones:** N/A
- **Customer Tasks:** Configuration preparation tasks, as applicable
- **Deliverables:** Initial configuration of applicable modules
- **Scope:** Purchased Products identified in the applicable Quote

2.3.3 Optimization and User Acceptance. Following initial configuration, Customer will be provided an opportunity to perform testing and user acceptance activities for configured modules. Optimization sessions may be conducted to review Customer feedback and make configuration-level adjustments. Configuration and optimization activities may occur iteratively or in parallel to maintain project momentum.

Customer acknowledges that optimization is limited to configuration-level changes and that feedback must be provided within the review periods communicated by First Due. Unresolved items may be documented as exceptions. Upon completion of optimization for a module or functional area, Customer may be requested to provide written acceptance or sign-off.

Customer shall review and either accept or provide written notice of material nonconformity within ten (10) business days after delivery of the applicable module or functional area (the "**Review Period**"). If Customer fails to provide written notice of material nonconformity within the Review Period, or places the applicable module into production use, such module shall be deemed accepted for purposes of this SOW.

Any notice of nonconformity must identify the specific aspects of the delivered configuration that materially fail to conform to this SOW. First Due's sole obligation with respect to any timely and valid notice of nonconformity shall be to use commercially reasonable efforts to correct the identified nonconformity. Issues that do not materially impair use of the Purchased Products, or that arise from Customer data, third-party systems, or Customer-requested deviations, shall not delay acceptance.

- **Key Meetings:** Module optimization sessions (generally one to two per module)
- **Milestones:** Module acceptance and sign-off (one per module)
- **Customer Tasks:** User acceptance testing and feedback
- **Deliverables:** Optimized configuration resulting in Customer acceptance
- **Scope:** Purchased Products identified in the applicable Quote

2.3.4 Data Migration. Data migration activities may occur throughout the implementation and may include (i) initial data migration required to support configuration, (ii) migration of historical records during the implementation process, and (iii) a final data migration in connection with go-live. First Due's data migration team will review Customer's legacy data environment and provide guidance regarding extraction, mapping, and import using First Due's standard data migration practices.

Customer remains solely responsible for extracting and providing legacy data, ensuring the legality, accuracy, completeness, and quality of such data, and reviewing and validating migrated data within communicated timeframes. Not all historical data can or should be migrated, and standard data migration services do not include data cleansing, normalization, deduplication, correction, or remediation of data quality issues.

- **Key Meetings:** Data migration planning
- **Milestones:** Data migration sign-off

- **Customer Tasks:** Data extraction or access; data mapping assistance; review and approval of data loads
- **Deliverables:** Data migration plan; mapping assistance; data imports

2.3.5 Training. As implementation progresses toward completion, First Due will coordinate training activities intended to support Customer's understanding and adoption of the Purchased Products. Training may include administrator training conducted during configuration and optimization, as well as formal webinar-based or onsite training sessions. Customer may also be provided access to generally available training resources, including live training sessions and on-demand materials.

- **Key Meetings:** Training planning; training sessions
- **Milestones:** Training completion
- **Customer Tasks:** Coordination of personnel to be trained
- **Deliverables:** Training plan and training sessions

2.3.6 Go-Live Support. Once required configuration, optimization, training, and data migration activities have been completed or scheduled, First Due may support the go-live process. Go-live support may include final planning, execution assistance, final data migration, and short-term post-go-live support. Go-live support is limited in duration and does not include ongoing operational management or indefinite support services.

- **Key Meetings:** Go-live planning; post-go-live check-ins
- **Milestones:** System acceptance; go-live
- **Customer Tasks:** Final testing
- **Deliverables:** Post-go-live implementation support (typically two to four weeks)

2.3.7 Transition to Customer Success. Following completion of the post-go-live support period or upon expiration of the applicable Implementation Term or Essentials Implementation Period (whether or not all Purchased Products have been implemented), responsibility for ongoing engagement will transition to First Due's customer success and support teams in accordance with the Agreement.

3. TRAINING

3.1 **Training Services**. Training services, if expressly included in the applicable Quote, are provided solely to support Customer's initial familiarization with and adoption of the Purchased Products in connection with the implementation described in this SOW. Training is limited to instruction regarding the operation and use of existing, generally available functionality of the Purchased Products as configured during implementation and does not include consulting services, business process redesign, regulatory analysis, compliance advisory services, certification of Customer personnel, or any form of legal, regulatory, or compliance advice.

The nature, format, scope, and quantity of training to be provided under this SOW shall be as expressly described in the applicable Quote or as otherwise mutually agreed by the parties in writing during the implementation process. Training may be delivered remotely or onsite, may include administrator-level instruction or end-user training, and may include access to First Due's generally available training resources, including recorded materials, documentation, and knowledgebase content, subject to availability.

3.2 **Customer Responsibilities**. Customer is solely responsible for identifying appropriate personnel to participate in training and for ensuring the availability, preparedness, and participation of such personnel in scheduled training sessions. Customer shall also be responsible for providing any facilities, equipment, system access, or network connectivity reasonably necessary for First Due to conduct training sessions, whether delivered remotely or onsite.

Failure of Customer personnel to attend or meaningfully participate in scheduled training sessions shall not relieve Customer of its payment obligations under the Agreement or the applicable Quote and shall not obligate First Due to reschedule such sessions or provide substitute training unless otherwise agreed in writing by the parties.

3.3 **Limitations and Disclaimers**. Customer acknowledges that training services are provided on an "as-configured" basis and do not guarantee user proficiency, system adoption, operational performance, or achievement of any specific business, regulatory, or compliance outcome. First Due does not warrant that training will result in compliance with any applicable laws, regulations, standards, or internal policies, all of which remain the sole responsibility of Customer.

Any training services requested by Customer that are not expressly included in the applicable Quote shall be deemed outside the scope of this SOW and shall require a mutually executed written change order, which may include additional fees and adjustments to the implementation timeline.

4. DATA MIGRATION

4.1 **Standard Data Migration Services**. As part of the Implementation Services provided pursuant to the Agreement, First Due shall provide standard data migration services to support Customer's initial deployment of the Purchased Products. Data migration services are intended solely to enable operational use of the Purchased Products at or around go-live and are not intended to result in a complete, exact, or forensic replication of Customer's legacy systems, databases, or historical data environment.

Standard data migration services may include planning assistance, guidance regarding data extraction, data mapping to First Due's standard import formats, and the loading of certain Customer data into the Purchased Products using First Due's standard tools and processes, as reasonably determined by First Due based on the nature, structure, format, and condition of Customer's data.

4.2 **Customer Responsibilities**. Customer acknowledges and agrees that Customer is solely responsible for extracting, preparing, and providing all data to be migrated, whether directly or through Customer's third-party vendors. Customer is responsible for the legality, accuracy, completeness, consistency, quality, and integrity of all data provided to First Due, including compliance with applicable laws, regulations, records retention requirements, privacy obligations, and internal policies.

Customer shall timely review and validate all migrated data and shall notify First Due in writing of any material discrepancies within the reasonable review period communicated by First Due. Customer's failure to timely review, validate, or object to migrated data shall constitute acceptance of such data for purposes of implementation.

4.3 Scope Limitations. Customer acknowledges that not all data from Customer's legacy systems may be suitable, necessary, or technically feasible to migrate. First Due does not warrant that all data fields, historical records, attachments, metadata, audit trails, system logic, or reporting constructs can or will be migrated.

Standard data migration services do not include data cleansing, normalization, deduplication, enrichment, correction of errors, reconstruction of historical workflows, validation against source systems, or remediation of data quality issues unless expressly agreed in writing by the parties pursuant to a change order. Any such additional services, if requested, may be subject to additional fees and timeline adjustments.

4.4 Migration Timing and Final Data Load. Data migration may occur in multiple stages throughout the implementation process, including preliminary data loads for configuration or testing purposes and a final data load in connection with go-live. Customer acknowledges that data entered into Customer's legacy systems following any data extraction or preliminary migration may not be included in subsequent data loads unless expressly agreed in writing.

Customer is responsible for coordinating timely access to legacy systems, third-party vendors, and technical resources as reasonably necessary to support data migration activities and acknowledges that delays in such access may impact the implementation timeline and sequencing.

4.5 Disclaimers and Risk Allocation. Customer acknowledges that data migration is inherently dependent on Customer-provided data and third-party systems. Except to the extent caused by First Due's failure to perform the migration process in material accordance with this SOW, First Due shall have no liability arising from errors, omissions, corruption, loss, or inaccuracy of data originating from Customer systems, Customer-provided data, or third-party sources.

Customer remains solely responsible for verifying the completeness and accuracy of migrated data prior to go-live, for maintaining backups of legacy data, and for satisfying any legal or regulatory obligations related to data retention, preservation, or auditability. Nothing in this SOW expands or modifies First Due's data protection, security, or confidentiality obligations beyond those expressly set forth in the General T&Cs.

5. INTEGRATIONS

5.1 Integration Scope. As part of the Implementation Services, First Due shall configure and enable the integrations expressly identified in the applicable Quote (the "**Integrations**"), using First Due's standard integration methods, connectors, or application programming interfaces, as applicable. Integrations are intended solely to support data exchange or interoperability between the Purchased Products and designated third-party systems and are limited to the functionality supported by First Due at the time of implementation.

Integrations shall generally be implemented during the configuration and optimization phases described in Section 2, unless otherwise reasonably determined by First Due based on technical dependencies, sequencing considerations, or third-party constraints. Certain integrations, including but not limited to CAD integrations, may require dedicated planning or configuration sessions due to their complexity and reliance on third-party systems.

No integrations are included unless expressly identified in the applicable Quote.

5.2 Customer Responsibilities and Dependencies. Customer acknowledges that the successful implementation and ongoing operation of any Integration is dependent upon Customer's third-party vendors, systems, configurations, permissions, data structures, network environments, and continued availability of third-party services. Customer is solely responsible for procuring and maintaining all required third-party systems, licenses, access credentials, approvals, and cooperation necessary to enable the Integrations.

Customer shall ensure that First Due is provided timely access to relevant systems, technical documentation, and knowledgeable personnel as reasonably necessary to support integration activities. Delays, failures, or limitations caused by third-party systems, vendors, or Customer dependencies shall excuse any corresponding delay in First Due's performance and shall not constitute a breach of this SOW.

5.3 Limitations and Exclusions. Customer acknowledges and agrees that Integrations are provided on an "as-available" basis and are limited to the data fields, workflows, and functionality supported by First Due and the applicable third-party systems at the time of implementation. First Due does not warrant that any Integration will be uninterrupted, error-free, or compatible with future changes made by third-party vendors.

First Due does not control, and shall have no responsibility or liability for, third-party systems, vendors, outages, data inaccuracies, latency, security vulnerabilities, or changes to third-party interfaces, APIs, data schemas, or commercial terms. Any remediation, modification, or reconfiguration required due to changes or failures of third-party systems shall be outside the scope of this SOW unless otherwise agreed in writing pursuant to a change order.

5.4 Post-Go-Live Support for Integrations. Following go-live, First Due will provide reasonable support for Integrations in accordance with the support terms set forth in the Agreement. Such support is limited to diagnosing whether an issue originates within the Purchased Products and, where appropriate, coordinating with Customer or applicable third-party vendors to facilitate resolution.

First Due shall have no obligation to modify, replace, or re-engineer any Integration due to changes imposed by third-party vendors unless such work is expressly agreed by the parties pursuant to a written change order and may be subject to additional fees and timeline adjustments.

5.5 No Guarantees. Customer acknowledges that Integrations are provided as a convenience to facilitate interoperability and do not guarantee data accuracy, timeliness, completeness, availability, or suitability for Customer's operational, regulatory, reporting, or compliance needs. Customer remains solely responsible for verifying the accuracy and appropriateness of data received through any Integration and for compliance with all applicable laws, regulations, and internal policies related to such data.

6. CUSTOMER SUCCESS MANAGER. Following completion of the implementation and transition from any post-go-live implementation support period, First Due shall assign a Customer Success Manager ("**CSM**") to serve as Customer's primary point of contact for ongoing relationship management, as

contemplated by the Agreement. The CSM's role is intended to support Customer's use of the Purchased Products through periodic check-ins, coordination of communications, and facilitation of access to generally available resources and information regarding product updates, features, and services.

Customer acknowledges and agrees that the CSM does not provide consulting services, operational or project management, system administration, legal, regulatory, or compliance advice, or any guarantees regarding system adoption, performance, availability, or business outcomes. Any guidance or information provided by the CSM is informational in nature only and shall not modify or expand the terms of the Agreement, the applicable Quote, or this SOW.

The frequency, format, and content of CSM interactions may vary based on Customer needs, product usage, and First Due's standard customer success practices and may change over time. The assignment of a CSM does not obligate First Due to provide dedicated personnel, minimum service levels, response times, or ongoing professional services beyond those expressly set forth in the Agreement.

Any requests by Customer for services beyond the scope of standard customer success activities, including additional training, configuration changes, integrations, analysis, or consulting services, shall be subject to a separate written agreement or change order and may require additional fees.

7. CUSTOMER SUPPORT

7.1 Support Services Generally. Customer support services are provided pursuant to the Agreement and any applicable support policies referenced therein and are intended to assist Customer with questions, requests, or issues related to the operation of the Purchased Products following go-live. Customer support services are separate from, and not a continuation of, the Implementation Services described in this SOW.

Except as expressly set forth in the Agreement or the applicable Quote, customer support services do not include implementation services, professional services, consulting, system administration, configuration changes, data correction, or training.

Nothing in this SOW shall be construed to create any service level commitment, response time obligation, or priority support entitlement unless expressly stated in the Agreement or the applicable Quote.

7.2 Support Requests and Contact Information. When Customer submits a request for customer support, First Due will create a support ticket within its customer support system and assign a unique ticket identifier for tracking and documentation purposes. Support requests may be submitted through any of the support channels made available by First Due in accordance with its then-current support procedures.

As of the effective date of this SOW, Customer may contact First Due customer support using the following channels:

- Online Support Portal: <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- Email: support@firstdue.com
- Telephone: (516) 874-5818

First Due may update or modify its support systems, tools, contact methods, or intake processes from time to time, provided that commercially reasonable access to customer support is maintained.

7.3 Self-Service Resources. First Due may provide Customer with access to self-service support resources through its online support center or knowledgebase. Such resources may include instructional materials, step-by-step articles, frequently asked questions, videos, and best practices and are generally available on a twenty-four (24) hour basis.

Self-service resources are provided as a convenience to Customer and are intended to supplement, but not replace, direct customer support. First Due does not warrant the completeness, accuracy, or continued availability of any specific self-service resource.

7.4 Hours of Operation and Severity. Customer support hours of operation ("**Business Hours**") are generally Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time, excluding First Due-observed holidays.

First Due may provide twenty-four (24) hour, seven (7) day support coverage for issues classified by First Due as severity level one (Sev 1), meaning system-down or urgent issues, in accordance with its then-current support practices. Severity classifications, response times, and resolution objectives, if any, are governed exclusively by the Agreement and applicable support policies and are not expanded or modified by this SOW.

7.5 Limitations. Customer acknowledges that customer support services are limited to issues arising from the Purchased Products as delivered and do not include responsibility for third-party systems, integrations, Customer-provided data, network environments, or issues caused by Customer modifications, misuse, or failure to follow documentation.

Customer further acknowledges that First Due may suspend or limit support services in accordance with the Agreement, including in connection with non-payment, security concerns, or misuse of the Purchased Products.

8. ASSUMPTIONS

8.1 Customer Participation and Cooperation. Customer acknowledges that the successful performance of the Implementation Services is dependent upon timely and meaningful participation by Customer personnel. Customer shall designate knowledgeable representatives with appropriate authority to make decisions, provide approvals, and coordinate resources as reasonably required to support implementation activities. Customer shall attend scheduled meetings, complete preparatory tasks, provide required information and access, and perform testing and validation activities in a timely manner.

Customer acknowledges that implementation activities generally require ongoing Customer involvement, including reasonable weekly time commitments for meetings, review, testing, and preparatory work. Any failure or delay by Customer to perform its responsibilities under this SOW shall excuse any corresponding delay in First Due's performance and may result in adjustments to the implementation timeline, sequencing, or resource allocation.

If Customer's failure to participate, provide required information, access, approvals, or resources materially impacts the scope, timing, or effort required to perform the Implementation Services, First Due may require a mutually executed written change order to continue implementation on revised terms.

8.2 Implementation Term and Expiration. The implementation services described in this SOW are intended to be completed within twelve (12) months following the Subscription Start Date specified in the applicable Quote, as contemplated by the Agreement (the "**Implementation Term**"). Notwithstanding the foregoing, for Purchased Products sold as part of an "Essentials" or similar bundled implementation offering, the parties agree that the Implementation Services are intended to be completed within a limited implementation period of four (4) months following the Subscription Start Date (the "**Essentials Implementation Period**"), unless otherwise expressly stated in the applicable Quote.

Except for delays materially caused by First Due, if implementation activities are delayed due to Customer actions, Customer dependencies, third-party systems or vendors, or circumstances outside either party's reasonable control, First Due may, in its discretion, extend the Implementation Term, provided there is a mutually agreed written plan to complete the remaining implementation activities within such extension period.

Expiration of the Implementation Term shall not affect Customer's subscription to the Purchased Products, Customer's obligation to pay fees under the Agreement, or First Due's obligations relating to customer support and customer success services following go-live, all of which shall be governed exclusively by the Agreement and the applicable Quote.

If Customer does not complete implementation of all modules included in an Essentials or bundled offering within the applicable Essentials Implementation Period due to Customer delay, deferral, or inaction, First Due shall have no obligation to continue providing implementation services for the unimplemented modules. Customer may either (i) configure such modules independently using the Purchased Products, or (ii) engage First Due for additional implementation services pursuant to a new statement of work or change order, subject to additional fees. In such event, Customer shall be deemed transitioned out of implementation status and into customer success and support as provided under the Agreement.

8.3 Standard Functionality and Best Practices. Customer acknowledges that the Purchased Products are standardized, configurable software solutions designed to support a broad range of customers and operational use cases. While First Due will reasonably consider Customer's existing workflows during implementation, First Due may recommend the use of standard functionality, configurations, or industry best practices to promote efficiency, maintainability, system performance, and timely completion of implementation.

Customer further acknowledges that implementation may require changes to Customer's existing workflows, processes, or operational practices and that such changes do not constitute a failure of the Implementation Services or a breach of this SOW.

8.4 Go-Live Requirements and Known Gaps. During the course of implementation, the parties may identify functional limitations, dependencies, or gaps in the Purchased Products relative to Customer's desired workflows. Certain items may be designated by the parties as requirements for go-live. Where commercially reasonable and technically feasible, such items will be prioritized for completion prior to go-live.

Customer acknowledges that certain non-critical features, enhancements, or refinements may not be available at go-live and may instead be documented as exceptions in applicable module or system sign-offs, with target timeframes for future delivery if applicable. The existence of such exceptions shall not delay go-live unless expressly agreed in writing by the parties.

8.5 No Outcome, Compliance, or Advisory Guarantees. Customer acknowledges that the Implementation Services are intended solely to enable deployment and initial use of the Purchased Products. First Due does not guarantee any specific operational, financial, regulatory, compliance, accreditation, or business outcomes arising from implementation or use of the Purchased Products.

Customer further acknowledges that the Implementation Services are technical and configurational in nature only and do not constitute legal, regulatory, tax, compliance, or professional advice. Customer remains solely responsible for determining whether the Purchased Products, as implemented, satisfy Customer's legal, regulatory, policy, or operational requirements and for ensuring Customer's use of the Purchased Products complies with applicable law and internal standards.

8.6 Suspension for Assumption Failure
First Due may suspend Implementation Services, without liability, if Customer fails to satisfy the assumptions set forth in this Section 8, including failures relating to participation, access, data availability, approvals, or third-party dependencies. Any such suspension shall not constitute a breach of this SOW and shall not relieve Customer of its payment obligations under the Agreement

[End of Statement of Work]



Karen White
Exercise Instructor
5606A Louisiana Ave.
Nashville, TN 37209
615-498-3891



Town of Ashland City
Thrive 55+ Center
405 Main Street
Ashland City, Tennessee 37015

Contract for Services

This document shall serve as a contract between Karen White, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2026 – June 30, 2027.

Karen White, Exercise Instructor

Gerald Greer, Mayor

Date

Date

LEASE AGREEMENT

This agreement is made and entered into on this the ____ day of _____, 2026 by and between the Town of Ashland City, Tennessee (hereinafter referred to as "The Town or Lessee") and property owner and leaseholder, David and Shannon Perry (hereinafter referred to as "Perry's or Lessors").

WHEREAS, the Perry's are the owners of real property known as Tax Parcel 45, Map 001.00 and also known as 2009 Lynwood Gupton Road, Ashland City, TN. The Perry's property includes an abandoned rail bed that has previously been used and maintained by the Town as a dedicated rails to trails walking path by permission of the previous owner of the parcel.

WHEREAS, the Town owns the adjacent property in the old abandoned railroad to the South of the Perry's property.

WHEREAS, the parties desire to enter into a lease agreement to continue the use and maintenance of the property to be used as a walking trail known as Ashland City Bicentennial Rails to Trails which is used by the general public.

NOW THEREFORE, in consideration of the above and mutual covenants, the Perry's hereby voluntarily grants to the Town, a lease and license to the Town for the use of the abandoned railroad as shown more particularly in the Exhibit A attached to this lease agreement. The width of the corridor is 30 feet. The conditions are as follows:

1. PURPOSE AND TERM. It is the purpose of this lease to allow the Town to utilize the demised area, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and or natural area. It is the intention of the parties that the granting of this easement shall be consistent with the purpose as set out above. This lease shall be for a term of fifty (50) years. The parties may review this lease after twenty five (25) years to ensure that all aspects of the agreement are still applicable.
2. RIGHTS OF THE TOWN. This easement provides the following rights to the Town:
 - a. To construct and maintain a pathway to be located in the demised old railroad bed, including, at the discretion of the Town, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

- b. To prevent any activity on or use of the Property by third parties that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by any third party's inconsistent activity or use.
3. TOWN COVENANTS. The Town, by accepting this easement, covenants, agrees that the following shall constitute real, binding covenants that shall attach to and run with this Lease hereby granted:
- A. The Town will make the abandoned railroad area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
 - B. The Town will adopt rules and regulations governing the use of the abandoned railroad area for use by the general public which will be posted at the trail. The rules and regulations will provide, as follows:
 - i. That the following activities shall be strictly prohibited:
 - a. Consumption or possession of alcoholic beverages, or illegal drugs;
 - b. Unauthorized motor vehicles, including all-terrain vehicles;
 - c. Littering or dumping;
 - d. Trespassing on adjacent property to the abandoned railroad property.
 - e. Any activity on or use of the property inconsistent with the purpose of this easement agreement.
 - C. Currently, the abandoned railroad bed has had a bridge that has collapsed. The parties have discussed the options of addressing the bridge. All parties are in agreement that to replace the bridge is cost prohibitive as well as the fact that there is no water that has to be crossed or addressed in this area to require an installation of a bridge. The parties are in agreement that the Town shall redesign and construct a sloped trail that will address this area. All modifications of this area of the abandoned rail bed shall be done by the mutual agreement of the parties. The abandoned railroad bed is not currently paved or graveled and shall remain unpaved unless agreed in writing otherwise by the parties. The Town shall further be responsible for the current fencing that abuts next to the trail.

4. RESERVED RIGHTS. The Perry's reserves to themselves, and to their personal representatives, successors, and assigns, the right to access and inspect the property at any time. Further, the Perry's reserves the right to utilize the subject property to place along, across, and over the subject property electric and power lines, telecommunication lines and water lines as well as any other utilities which may be desired as long as the installation doesn't interfere with the Town's easement. The Lessor's also reserves the right to install dedication signage for the use of that section of the trail. The proposed sign content and location on the property will be mutually agreed upon in which the Town will not reasonable deny any request. The Perry's also reserves all rights they may have to enforce the terms of this agreement, whether at law or in equity.
5. MISCELLANEOUS PROVISION. In undertaking the trail project, the Town shall:
 - A. Retain existing mature trees, to the extent possible, on the demised premises.
 - B. Erect appropriate signage to alert the public of safety-related issues.
 - C. Assume all responsibility associated with public relations and processing citizen complaints.
6. CONSIDERATION. The Town will not pay any monetary consideration for the lease. However, the Town shall redesign and construct the abandoned trail bed at their cost as set out in Section 3 (C). Further the Town agrees to all other covenants and shall be responsible for the maintenance of the abandoned rail bed.
7. MAINTENANCE AND IMPROVEMENTS. Any improvements made upon the abandoned rail bed must first be approved by the Lessor. The Town shall construct and/or maintain all improvements upon said premises, in a good, substantial and workmanlike manner, and shall comply with any and all applicable building or construction codes. The Town shall further agrees to keep said abandoned railroad bed in good condition during the term of this lease.
8. INSURANCE. The Town on its own volition, or though a third party, shall ensure that the property is covered by a liability insurance policy which contains minimum coverage limits of not less than One Million Dollars

(1,000,000.00)combined single limit for injury or death of one or more persons in an occurrence, and for damage to tangible property in an occurrence.

9. AMENDMENT. If circumstances arise under which an amendment to or modification of this easement is appropriate, the Perrys, or the then current leaseholder of the Property, and the Town are free to jointly amend this easement; provided that any amendment agreed to shall be in writing, and signed by all interested parties; shall be consistent with this easement agreement; and shall not affect it's duration.
10. ASSIGNMENT. Further, this easement is not transferable or assignable without Landlord's written consent, which shall not be unreasonably withheld.
11. GENERAL PROVISIONS.
 - A. Controlling law. The interpretation and performance of this agreement shall be governed by the laws of the State of Tennessee and be subject to the courts in Cheatham County, Tennessee.
 - B. This agreement is also subject to the Governmental Tort Liability Act.
 - C. If any provision of this agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
 - D. This instrument sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph nine (9).
12. SUCCESSORS. The covenants, terms, conditions, and restriction of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this the _____ day of _____, 2026.

Town of Ashland City

Mayor Gerald Greer

Lessor's

David Perry

Shannon Perry

This is **EXHIBIT K**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 31, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 5

The Effective Date of this Amendment is:

Background Data

Effective Date of Owner-Engineer Agreement: **March 31, 2022**

Owner: Town of Ashland City, Tennessee

Engineer: Civil & Environmental Consultants, Inc.

Project: Contract 321 – Wastewater Treatment Plant

Nature of Amendment:

 X Modifications of payment to Engineer

Description of Modifications:

CEC is providing Administrative services to assist the Town in securing all funds due to them from the USDA Rural Development Grant and Loan. CEC has been paid by the Town for services provided for specific tasks but recently it was learned that Rural Development had not reimbursed the Town for all services provided. CEC is requesting the addition of a task to support the administrative efforts to assist with reconciling payments between the Town and Rural Development. The estimated cost for support is calculated in the following table.

Personnel	<u>Proj. Mgmt</u>	<u>Principal</u>	<u>Total</u>
Est. Hours	18	6	24
Hourly Rate	\$177.00	\$278.00	
Total Labor	\$3,186.00	\$1,668.00	\$4,854.00
Expenses	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0</u>
Total Service Fee	\$3,186.00	\$1,668.00	\$4,854.00

The contract fees are itemized below with Amendment No. 5 addition at the bottom of the tabulation grouped in the "Other Contractual Items" category.

Basic Services	Current Budget	Revised Budget	Change
Study – Report Phase	\$100,000	\$100,000	-
Prelim. Design Phase	\$125,000	\$125,000	-
Final Design Phase	\$600,000	\$600,000	-
Bidding and Negotiating Phase	\$52,000	\$52,000	-
Construction Phase	\$228,000	\$228,000	-
Post Construction Phase	\$55,428	\$55,428	-
Resident Project Representative	\$420,416	\$420,416	-
Permitting – including Environ & Cultural Resource Study	\$54,000	\$54,000	-
Survey	\$10,000	\$10,000	-
Geotechnical	Ashland City paid Earth Sciences directly		
Basic Services Subtotal	\$1,644,844	\$1,644,844	-
Additional Services	Current Budget	Revised Budget	Change
Replacement Sludge Press RFQ	\$20,000	\$20,000	-
Construction Archaeological Observation	\$86,000	\$52,488	\$(33,512)
Additional Services Subtotal	\$106,000	\$73,488	\$(33,512)
Other Contractual Items	Current Budget	Revised Budget	Change
Sewer Rehab Services	\$287,854	\$287,854	-
CEC Contribution to Construction Change Order No. 2	(\$224,006)	(\$224,006)	-
Amendment No. 5 (Administrative Support)	-	\$4,854.00	\$4,854.00
Engineering Agreement Total	\$1,781,180	\$1,786,034	\$4,854.00

Agreement Summary:

Original agreement amount:	\$1,776,540.00
Net change for prior amendments:	\$ 4,640.00
This amendment amount:	<u>\$ 4,854.00</u>
Adjusted Agreement amount:	\$1,786,034.00

Change in time for services (days or date, as applicable):

This amendment will extend the contract 0 days.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Ashland City, Tennessee

By: _____

Print name: Gerald Greer

Title: Mayor

Date Signed: _____

ENGINEER:

Civil & Environmental Consultants, Inc.

By: 

Print name: Richard Oakley, P.E.

Title: Principal

Date Signed: 6/5/2026

CHANGE ORDER FORM

Project: John's Park Drainage & Sidewalk
Owner/Client: Town of Ashland City
Contractor: Justice Farms, LLC
Change Order No: 01
Date: 6/9/2026

Summary of Changes:

This Change Order modifies the original contract to include the following scope changes:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Dig-in install 4 inch corrugated perforated pipe (65 feet)	\$950.00
2	Install 75 linear feet by 10 inch wide by 16 inch tall retaining wall, on sidewalk between the T-ball and Coach pitch fields.	\$3,450.00

Total Cost of Change Order **\$4,400.00**

Original Contract Amount \$194,370.59

Revised Contract Amount **\$198,770.59**

Additional Terms:

This Change Order shall become part of the Contract Documents.
All other terms and conditions of the original Contract remain unchanged.
Contract Time Adjustment (if applicable): **0 days**

Approval & Authorization:

Both parties acknowledge and agree to the changes outlined in this Change Order.

CONTRACTOR: _____

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

OWNER: _____

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

CHANGE ORDER FORM

Project: John's Park Drainage & Sidewalk
Owner/Client: Town of Ashland City
Contractor: Justice Farms, LLC
Change Order No: 02
Date: 6/10/2026

Summary of Changes:

This Change Order modifies the original contract to include the following scope changes:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Road plates on Vine Street	\$2,850.00

Total Cost of Change Order **\$2,850.00**

Original Contract Amount \$194,370.59
plus: Change Order #1 \$ 4,400.00

Revised Contract Amount **\$201,620.59**

Additional Terms:

This Change Order shall become part of the Contract Documents.

All other terms and conditions of the original Contract remain unchanged.

Contract Time Adjustment (if applicable): **0 days**

Approval & Authorization:

Both parties acknowledge and agree to the changes outlined in this Change Order.

CONTRACTOR: _____

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

OWNER: _____

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

RESOLUTION 2026-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ACCEPT A
DONATION FROM A.O. SMITH TO THE ASHLAND CITY POLICE DEPARTMENT**

WHEREAS, the amount of the donation is \$1,000.00; and

WHEREAS, the donation made to the Ashland City Police Department can be used where they
feel it is necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF ASHLAND CITY, TENNESSEE**, accept the \$ 1,000.00 donation from A.O. Smith
to the Ashland City Police Department to use where they feel it is necessary. This Resolution shall
take effect immediately upon adoption, the public welfare requiring it.

Adopted this _____ day of _____, 2026

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

RESOLUTION 2026-

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY,
TENNESSEE, AUTHORIZING THE INSTALLATION OF A DONATED SCHOOL BUS
SHELTER AT THE CORNER OF BELL STREET AND STRATTON BOULEVARD AND
SUPPORTING FUTURE CHILD SAFETY SHELTERS WITHIN THE TOWN**

WHEREAS, Ms. Jessica Hope Wix has requested permission to install a school bus shelter at the corner of Bell Street and Stratton Boulevard; and

WHEREAS, children in the area must gather along Bell Street to access Cheatham County School System transportation because school buses do not travel on the side streets off Bell Street; and

WHEREAS, the proposed shelter will provide protection from inclement weather while students wait for transportation; and

WHEREAS, all materials and costs associated with the shelter will be donated at no cost to the Town of Ashland City.

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

Section 1. The Town hereby approves the installation of a school bus shelter at the corner of Bell Street and Stratton Boulevard, subject to staff review and approval for safety and placement.

Section 2. The Town accepts the donation of all materials and improvements associated with the shelter, at no cost to the Town.

Section 3. The Mayor or Chief of Staff is authorized to work with Ms. Jessica Hope Wix to identify additional locations within Ashland City where similar shelters may be installed to provide protection for children waiting for school transportation.

Section 4. This Resolution shall take effect immediately upon adoption, the public welfare requiring it.

Approved this _____ day of _____, 2026.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

RESOLUTION 2026-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT
FUNDING PROGRAM**

WHEREAS, BlueCross BlueShield of Tennessee will invest up to \$750,000 if awarded for Healthy Place Projects; and

WHEREAS, the Mayor and City Council would like to apply for these grant funds.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “*BlueCross Healthy Place Projects*” reimbursement grant through BlueCross BlueShield of Tennessee.

SECTION 2: That the Town of Ashland City further authorizes Anthony Clark to apply for this grant.

This Resolution shall take effect immediately upon adoption, the public welfare requiring it.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

RESOLUTION NO. 2026-

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

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

WHEREAS, the City Council for the Town of Ashland City wishes to remove Mary Molepske from all bank accounts.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE hereby remove Mary Molepske from all accounts. This Resolution shall take effect immediately upon adoption, the public welfare requiring it.

Adopted this _____ day of _____, 20____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

Alicia Martin, CMFO

ORDINANCE #

AN ORDINANCE AMENDING ORDINANCE #179, THE ZONING ORDINANCE, OF THE TOWN OF ASHLAND CITY, TENNESSEE, ADDING ARTICLE IV., SECTION 4.270 STANDARDS APPLYING TO SMOKE SHOPS, TOBACCO STORES, AND VAPE SHOPS

WHEREAS, the City's Zoning Ordinance intent and purpose includes to promote and protect the public health, safety, and general welfare of the people; and

WHEREAS, the addition to the Zoning Ordinance is to limit the number and location of facilities due to the potential negative health impacts of the materials sold in smoke and vape shops including tobacco, edibles, concentrates, cannabis, cannabidiol oil, kratom and similar materials and accessories.

WHEREAS, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to amending the Zoning Ordinance of the Town of Ashland City

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Article IV., Section 4.270 be added as follows:

4.270. Standards applying to smoke shops, tobacco stores, and vape shops.

Smoke shops, tobacco stores, and vape shops shall be permitted uses only in Industrial zoning districts I-1 and I-2. No such use shall be established in any other zoning district. Any retail establishment devoting more than twenty percent (20%) of the gross floor area to the display, sale, storage, or marketing of tobacco products, vape products, nicotine products, electronic smoking devices, or smoking paraphernalia shall be classified as a smoke shop, tobacco store, or vape shop. This also includes businesses that advertise and hold themselves out to be a smoke shop, tobacco shop, and vape shop. All such uses shall comply with the following standards:

4.270.1 Location and Buffer Standards

- A. No smoke shop, tobacco store, or vape shop shall be located within one thousand (1,000) feet, measured property line to property line, from a school (public or private), family day care home, childcare facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
- B. No smoke shop, tobacco store, or vape shop shall be located within five hundred (500) feet, measured property line to property line, from another smoke shop, tobacco store, or vape shop.

4.270.2 Operational Standards

- A. It shall be unlawful for any smoke shop, tobacco store, or vape shop to knowingly allow or permit an individual under the age of 21 (twenty-one), not accompanied by his or her parent or legal guardian, to enter or remain on the premises.
- B. Every smoke shop, tobacco store, or vape shop shall post clear signage stating that anyone under the age of 21 (twenty-one) may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance. It shall be unlawful to fail to display and maintain such signage.
- C. No smoking or vaping shall be permitted on the premises at any time.
- D. No sales may be solicited or conducted on the premises by anyone under the age of 21 (twenty-one).
- E. No self-service product or paraphernalia displays shall be permitted.
- F. No distribution of free or reduced-cost products, paraphernalia, or coupons for such items shall be permitted.
- G. All stores shall comply with the City's Sign Ordinance.

4.270.3 Nonconforming Uses

Smoke shops, tobacco stores, and vape shops that are legally existing on the effective date of this ordinance may continue to operate as legal nonconforming uses in accordance with Article VI, Section 6.010, Nonconforming Uses, and shall not be required to relocate to an industrial district. However, any change or expansion of such legal nonconforming use shall require compliance with this section. To be considered a legal nonconforming use, the business must have acquired a Certificate of Occupancy prior to the enactment of this zoning change.

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

1st reading

Public Hearing

2nd reading

Mayor Gerald Greer

Alicia Martin, CMFO

ITEM #6 – AMEND ZONING ORDINANCE: VAPE SHOPS

Project Summary

Request Type:	Zoning Ordinance Text Amendment
Proposed Section:	Section 4.260 – Standards Applying to Smoke Shops, Tobacco Stores, and Vape Shops
Initiated By:	Town of Ashland City
Ordinance Reviewed By:	Town Attorney (Ms. Noe) – Language Finalized
Affected Districts:	All districts (permitted use limited to I-1 and I-2 only)
Authority:	TCA §13-7-201 through §13-7-212; Zoning Ordinance Section 7.090

Background

The Town of Ashland City proposes to amend its Zoning Ordinance by adding Section 4.260, establishing specific use classification, location buffer standards, and operational requirements for smoke shops, tobacco stores, and vape shops. The reason for this amendment, as described in pre-meeting communications, was raised during the June agenda preparation process. Allen Nicholson confirmed with Planning Director Ceagus Clark that the vape shop ordinance amendment should be brought forward at the June meeting even if a broader zoning rewrite were delayed to a future date.

The proposed ordinance language has been reviewed and finalized by Town Attorney Ms. Noe. The text presented in the packet and below reflects the attorney-approved version.

Summary of Proposed Section 4.260

Use Classification and Permitted Districts

Smoke shops, tobacco stores, and vape shops would be permitted uses only in Industrial zoning districts I-1 (Light Industrial) and I-2 (Light Industrial). No such use may be established in any other zoning district.

A retail establishment is classified as a smoke shop, tobacco store, or vape shop if it devotes more than twenty percent (20%) of its gross floor area to the display, sale, storage, or marketing of tobacco products, vape products, nicotine products, electronic smoking devices, or smoking paraphernalia. Businesses that advertise and hold themselves out as a smoke shop, tobacco store, or vape shop are also covered regardless of floor area percentage.

Nonconforming Uses – Article VI, Section 6.010

The Ashland City Zoning Ordinance's nonconforming use provisions allow lawfully established uses to continue operating but restrict expansion and change of use. The proposed Section 4.260.3 appropriately incorporates these existing provisions by reference and adds the Certificate of Occupancy requirement as the qualifying threshold.

Staff Analysis

The proposed ordinance text has been reviewed and approved by Town Attorney Ms. Noe and is presented as final language ready for Planning Commission recommendation. Staff finds the amendment to be well-structured and consistent with the purpose and intent of the Zoning Ordinance to promote public health, safety, morals, and general welfare. Key observations:

- The 1,000-foot buffer from schools, parks, churches, and similar facilities is a commonly adopted standard and is appropriate for a community of Ashland City's scale.
- The 500-foot separation between similar establishments prevents undesirable clustering.
- The operational standards — age restrictions, signage requirements, no on-premises smoking, no self-service displays — reinforce existing state and federal tobacco retail regulations and provide local enforcement authority.
- The nonconforming use provision is carefully drafted: existing lawful businesses are protected, but any expansion or change of use triggers full compliance. The Certificate of Occupancy threshold provides a clear, objective eligibility standard.
- The I-1/I-2 limitation is a restrictive but legally defensible policy choice. Staff recommends the Commission confirm that viable I-1 and I-2 locations exist within the town limits so that the ordinance does not create an effective prohibition.

Planning Commission Considerations

- The ordinance language has been reviewed and finalized by Town Attorney Ms. Noe. The Commission is presented with attorney-approved text.
- The Commission should confirm that I-1 and I-2 zoning exists within Ashland City and that the buffer requirements do not make it impossible to locate such uses anywhere in the town.
- The Commission's recommendation will be forwarded to Town Council for final adoption. Staff recommends forwarding the language as written.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of approval to the Town Council for the adoption of proposed Section 4.260 – Standards Applying to Smoke Shops, Tobacco Stores, and Vape Shops, as reviewed and finalized by Town Attorney Ms. Noe. The proposed amendment is consistent with the purpose and intent of the Ashland City Zoning Ordinance to promote public health, safety, and general welfare, and provides a clear, enforceable regulatory framework for these uses.

Section 4.260.1 – Location and Buffer Standards

- No such use may be located within 1,000 feet (property line to property line) of a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
- No such use may be located within 500 feet (property line to property line) of another smoke shop, tobacco store, or vape shop.

Section 4.260.2 – Operational Standards

- No person under 21 may enter or remain on the premises unless accompanied by a parent or legal guardian. Violation is unlawful.
- Clear signage stating the age-21 restriction must be posted at each public entrance. Failure to display and maintain such signage is unlawful.
- No smoking or vaping is permitted on the premises at any time.
- No sales may be solicited or conducted by anyone under the age of 21.
- No self-service product or paraphernalia displays are permitted.
- No distribution of free or reduced-cost products, paraphernalia, or coupons is permitted.
- All stores must comply with the City's Sign Ordinance.

Section 4.260.3 – Nonconforming Uses

Legally existing smoke shops, tobacco stores, and vape shops on the effective date of the ordinance may continue as legal nonconforming uses per Article VI, Section 6.010. They are not required to relocate to an industrial district. However, any change or expansion of such a nonconforming use requires compliance with Section 4.260. To qualify as a legal nonconforming use, the business must have obtained a Certificate of Occupancy prior to enactment of the zoning change.

Applicable Ordinance Standards

Amendment Procedure – Section 7.090

Text amendments to the Zoning Ordinance follow the same review process as map amendments: the Planning Commission reviews the proposed language and makes a recommendation to the Town Council, which holds final adoption authority. The Commission's role is to evaluate the amendment for consistency with the purpose and intent of the Zoning Ordinance.

I-1 and I-2 Light Industrial Districts

Restricting smoke shops, tobacco stores, and vape shops to I-1 and I-2 provides geographic separation from sensitive land uses — particularly schools, parks, and religious institutions — that are typically found in residential and commercial districts. The limitation to industrial areas is a deliberate policy choice to minimize exposure of children and families to these establishments.

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF
ASHLAND CITY, TENNESSEE, BY REZONING PARCELS 049N E 005.01, 049N E
005.05, AND 049F C 002.00 LOCATED AT NATURES TRAIL**

WHEREAS, said portion of property requested to be rezoned from R-3/C-2, Medium-Density Residential/Commercial Highway Service District, to R-3 PUD, Medium-Density Residential Planned Unit Development, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, Parcel 049F C 002.00 has a small portion of the property zoned R-2, Low-Density Residential District, that will be rezoned to R-3 PUD, Medium-Density Residential Planned Unit Development, and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on June 01, 2026, with a recommendation for approval.

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 049N, Group E, Parcel 005.01 and Tax Map 049N, Group E, Parcel 005.05, located at Natures Trail be rezoned from R-3/C-2 (Medium-Density Residential/Commercial Highway Service District) and Tax Map 049F, Group C, Parcel 002.00 located at Natures Trail be rezoned from R-2/R-3/C-2 (Low-Density Residential/Medium-Density Residential/Commercial Highway Service District) to the R-3 PUD (Medium-Density Residential Planned Unit Development District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2026. This area to be zoned R-3 PUD is marked with a red "X" and shown on the map below.

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

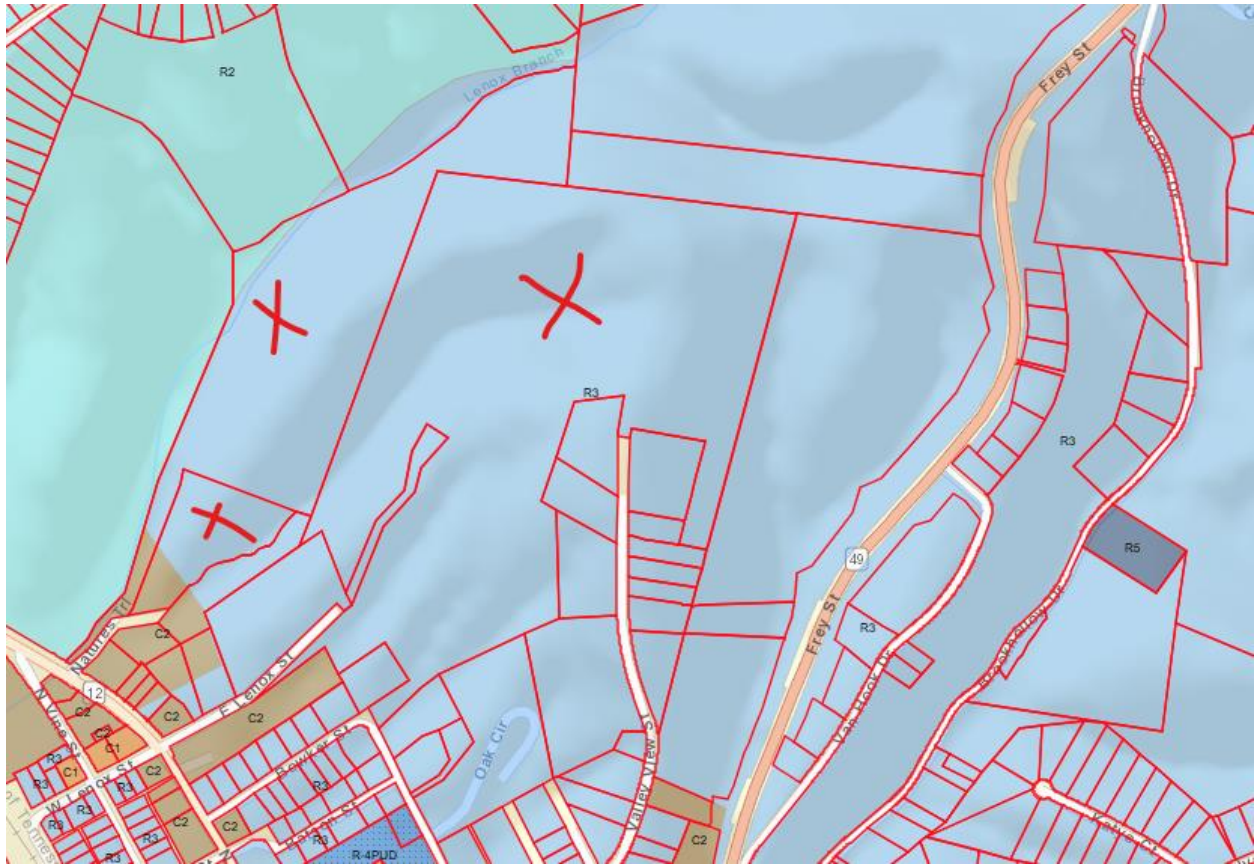
Approved by the Planning Commission at the regularly called meeting on June 01, 2026.

First Reading:
Second Reading:

ATTEST:

Mayor Gerald Greer

Alicia Martin, CMFO



ITEM #5 – REZONE REQUEST: NATURES TRAIL

Project Summary

Applicant:	Calvin Bell / Maple Hills Partners LLC
Application Type:	Reclassification of Property Under the Zoning Ordinance
Application Fee:	\$100.00
Current Zoning:	C-2 (Highway Service) and R-3 (Medium Density Residential)
Proposed Zoning:	R-3 (Medium Density Residential) – Base Zone
Intended Next Step:	RPUD Overlay via Section 5.080 – Preliminary Master Development Plan
Parcel IDs:	011049N E00501 011049F C00200 011049N E00505
Reason:	Consolidate 3 parcels under unified R-3 base zoning as prerequisite for RPUD overlay
Application Date:	April 27, 2026

Project Description

The applicant requests reclassification of three parcels to a unified R-3 (Medium Density Residential) designation. The parcels currently carry a mix of C-2 (Highway Service) and R-3 zoning. The applicant has confirmed their intent to pursue an RPUD overlay on the R-3 base zoning through the Section 5.080 process. The rezone being requested tonight is the necessary first step to establish the base zoning district on which that overlay will be applied.

How the R-3 Base Zone and RPUD Overlay Work Together

Understanding the relationship between the base rezone and the PUD overlay is essential to evaluating this request. These are two distinct but sequential steps, and the Commission's role is different at each stage.

Step	Action	What It Means
1	R-3 Base Rezone (This meeting)	Town Council approves the zoning map amendment to R-3 on recommendation from the Planning Commission. This establishes the base zoning district. No development is authorized by this step alone. The R-3 base is required before any overlay can be applied.
2	Applicant submits Preliminary Master Development Plan (MDP)	Per Section 5.080, the applicant submits a full MDP identifying transportation routes, density, open space, landscaping, stormwater, phasing, amenities, and all development commitments. A traffic study is required as part of this submission. This is where all binding design commitments are made.

3	Planning Commission reviews MDP and recommends RPUD overlay to Town Council	The Commission has full authority to shape the project at this stage — requiring open space, density caps, trail networks, phasing, HOA structure, architectural standards, and traffic mitigation. All conditions attached to the PUD approval are legally binding because the approval is tied to the master plan itself.
4	Town Council adopts RPUD overlay ordinance	The MDP becomes part of the zoning approval. The applicant is legally bound to develop in conformance with the approved plan. Any substantial change requires a return to the Commission and Council.
5	Final Master Plan and Preliminary Plat	Applicant submits final master plan and preliminary plat. The Commission reviews all details. No plat can be recorded until this process is complete.

Applicable Ordinance Standards

Amendment Procedure – Section 7.090

All rezoning applications must be submitted no later than thirty (30) days prior to the Planning Commission meeting. The Commission reviews and makes a recommendation to the Mayor and Town Council, who hold final approval authority under TCA §13-7-201 through §13-7-212. A stamped graphic plat, legal description, and adjacent property owner list within 1,000 feet are required submittal items.

From: C-2 Highway Service District

The C-2 district is designed for highway-oriented commercial uses. Residential development is not a principal permitted use in C-2. Converting the C-2-zoned parcels to R-3 removes an incompatible commercial designation from land the applicant intends to develop as a residential community, and is consistent with the transitional land use pattern at this location.

To: R-3 Medium Density Residential District

The R-3 district accommodates single-family and two-family dwellings as principal uses, and multi-family dwellings as part of planned developments. It is the appropriate base district for a large-scale residential subdivision and is the required foundation for an RPUD overlay under Section 5.090. The district standards — lot size, setbacks, road widths, buffer strips, landscaping, and performance bonding — apply automatically once the base zone is in place.

RPUD Overlay – Sections 5.080 and 5.090

The RPUD overlay is applied on top of the R-3 base zone. It cannot exist without the base district underneath it. Under Section 5.080, the applicant must submit a Preliminary Master Development Plan that the Planning Commission reviews and recommends to the Town Council. Upon Council approval, the MDP becomes binding — meaning the applicant must develop in conformance with the approved plan including all open space, density, phasing, amenity, and design commitments. This is the step where the Commission exercises its most significant design authority over this project.

Staff Analysis

The subject parcels sit at the northern edge of Ashland City's developed area where existing R-3 zoning and residential uses already predominate on adjacent properties. A unified R-3 base designation is appropriate and consistent with the surrounding land use pattern. The reclassification of the C-2 parcels to R-3 does not authorize any development — it simply aligns the base zoning across all three parcels so the RPUD overlay process can proceed.

Critically, the R-3 base rezone standing alone provides limited design control for a project of this scale. The Commission's real opportunity to shape density, open space, infrastructure phasing, traffic mitigation, and community amenities comes at Step 3 — the RPUD overlay review — where all of those commitments are negotiated, documented in the MDP, and made legally binding as conditions of the PUD approval.

Staff notes the following outstanding procedural items that should be confirmed before the Commission forwards its recommendation:

- Adjacent property owner notification within 1,000 feet confirmed as completed.
- Stamped legal description and graphic plat of the three parcels confirmed on file with Building & Codes.

Planning Commission Considerations

What the Commission Is and Is Not Deciding Tonight

- The Commission is being asked to recommend the R-3 base rezone to Town Council. This is Step 1 of a two-step process. It is the prerequisite for the RPUD overlay — not the end of the Commission's review of this project.
- The rezone alone does not authorize subdivision, site development, or any ground disturbance. The applicant must return with a full Preliminary Master Development Plan before any development activity can proceed.
- The Commission's most significant design authority over Natures Trail will be exercised at the MDP/RPUD overlay stage, not here. That is where open space requirements, density caps, traffic studies, phasing, amenities, trail connectivity, HOA obligations, and architectural standards become binding conditions of approval.

What to Expect at the RPUD Stage

When the applicant returns with the Preliminary Master Development Plan, the Commission should expect and require the following as part of that submission:

- Full traffic study identifying impacts on all affected roadways and intersections, and proposed mitigation measures.
- Open space plan showing percentage of total acreage dedicated to common open space, location, and proposed improvements.
- Phasing plan tying infrastructure delivery — roads, utilities, stormwater — to lot release.
- Utility availability confirmation from all applicable providers for the full build-out density.
- Landscape and buffer plan including transitional screening at all boundaries abutting lower-intensity uses.
- HOA formation documents and maintenance obligations for all common areas, open space, and stormwater facilities.
- Density breakdown by housing type and proposed lot mix.

- Access plan including any TDOT coordination required for connections to state roadways.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of approval to the Town Council for the reclassification of parcels 011049N E00501, 011049F C00200, and 011049N E00505 from C-2 / R-3 to a unified R-3 (Medium Density Residential) base zoning designation, subject to the following: 1. Adjacent property owner notification within 1,000 feet is confirmed as completed prior to Town Council consideration. 2. A stamped legal description and graphic plat of all three parcels are confirmed on file with the Building & Codes Department. 3. The applicant acknowledges on the record at this meeting that the R-3 base rezone does not authorize any subdivision, site development, or ground disturbance, and that a Preliminary Master Development Plan per Section 5.080 must be submitted to and approved by the Planning Commission and Town Council before any preliminary plat will be accepted. 4. The Commission's recommendation to Town Council should include a formal statement that the RPUD overlay application, including a traffic study, open space plan, phasing plan, utility confirmation, HOA structure, and full MDP per Sections 5.080 and 5.090 is a required next step and that no preliminary plat will be accepted for this property until that process is complete. 5. Provide Traffic Study.

ORDINANCE #

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING TITLE 7,
CHAPTER 6, SECTION 7-602 OF THE MUNICIPAL CODE**

WHEREAS, Title 7, Chapter 6 of The Ashland City Municipal Code needs to be updated to reflect the increased cost to monitor and enforce Title 7, Chapter 6 as it relates to fireworks.

WHEREAS, due to fireworks not being allowed in Davidson County, that the number of fireworks sold in Ashland City has increased and that this creates more work hours for the Fire Department to monitor and enforce this title as well as to be available for any issues that may occur. Further, said increase in fees puts the Town of Ashland City's fees within the same range of other surrounding municipalities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the Town of Ashland City, Tennessee that:

SECTION 1. Title 7, Chapter 6, Section 7-602 of The Ashland City Municipal Code is hereby deleted and replaced as follows:

7-602. Permit required. Any dealer of fireworks must first obtain a permit from the city recorder before setting up his/her business. The cost of the permit shall be ~~one thousand dollars (\$1,000.00)~~ three thousand dollars (\$3,000.00) per holiday period. One permit is required for the time period of June 20th thru July 5th, and a separate permit is required for the time period of December 10 thru January 2. The permit shall be obtained at City Hall. Copies of the permit will be forwarded to the Ashland City Fire Chief by the City Recorder. The fire chief shall have the responsibility of enforcing this chapter.

SECTION 2. All other provisions of Title 7, Chapter 6 shall remain in effect.

BE IT FURTHER ORDAINED, this ordinance shall become in effect 20 days after the passage of the second reading.

First Reading: _____

Public Hearing: _____

Second Reading: _____

Mayor

Attest: City Recorder

Approved as to Form:

City Attorney