



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

July 14, 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

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) February 02, 2026 Special Called Meeting Minutes
- [2.](#) June 09, 2026 Council Meeting Minutes
- [3.](#) June 23, 2026 Special Called Meeting Minutes

PUBLIC FORUM

4. *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

5. Attorney: Jennifer Noe

NEW BUSINESS

6. New City Seal and Challenge Coin
- [7.](#) First Due Contract
- [8.](#) Exercise Instructor Contract
- [9.](#) Rails to Trails Lease Agreement
- [10.](#) WWTP Engineering Agreement Amendment #5
- [11.](#) John's Park Drainage and Sidewalk Change Orders 1 and 2
- [12.](#) John's Park Change Order 3
- [13.](#) Resolution: Donation from AO Smith for PD
- [14.](#) Resolution: Bus Stop Donation
- [15.](#) Resolution: BCBS Healthy Places Grant Application
- [16.](#) Resolution: Check Signers
- [17.](#) Ordinance: Amend Zoning Ordinance Vape Shops
- [18.](#) Ordinance: Rezone Natures Trail

[19.](#) Ordinance: Amending Title 7, Chapter 6: Fireworks

EXPENDITURE REQUESTS

20. 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
Special Called City Council Meeting
February 02, 2026, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

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

PUBLIC HEARING

A motion was made by Councilman Thompson, seconded by Vice Mayor Kerrigan, to close the Public Hearing. All approved by voice vote.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

NONE

PUBLIC FORUM

Stacey Stuart shared her views on ward versus at-large voting. She noted that while at-large voting may work for the current board due to members' familiarity with the community and ability to represent all wards, she expressed concern about fair representation in the future and whether it could become concentrated in one area of town.

Amanda Bell: spoke as a property owner, business owner, and member of the Downtown Merchants Association. She expressed concern about revisiting and revoting on matters previously decided by the City Council, stating that doing so without new information, legal justification, or procedural error undermines the integrity and finality of Council decisions and creates confusion for citizens, staff, investors, and property owners.

Steven Stratton: stated that he has received calls regarding the issue and that those he has spoken with support localized representation. He expressed concern about another vote that was made without the community's knowledge of the prior meeting and stated his preference to retain ward-based voting to ensure localized representation and clear points of contact for resolving issues.

Gina Binkley: stated that all city residents deserve fair and equal representation and that electing representatives by ward is the most democratic approach. She noted that the city has used ward-based voting for many years and expressed her desire to keep the current ward system in place.

MAYOR STATEMENT

Mayor Greer recognized the Public Works, Police, and Fire Departments; Councilman Tim Adkins; Councilman Mike Smith; city employees; Kelly Ellis of the Cheatham County Chamber; and numerous volunteers for their assistance during the recent weather emergency. He clarified that the Red Cross is typically responsible for staffing the emergency shelter, but due to the widespread

nature of the event, the Red Cross was unavailable and the City stepped in to operate the shelter. He also thanked local businesses for providing food and noted that the shelter will close at noon tomorrow as the need has decreased.

NEW BUSINESS

1. Charter Change; Elections

Mayor Greer clarified the process leading up to the charter change discussion. **Councilman Adkins** requested Attorney Noe review the history of the issue, noting it has been discussed for several years. **Councilman Thompson** stated his concern that the item was not included on the workshop agenda and that he was unaware of the prior vote due to his absence.

Mayor Greer explained that state legislation effective January 1, 2024, requires the City to choose between ward-only voting or at-large voting. Because the issue was not previously finalized, the City must now make that determination. He stated his original intent was to discuss the matter at workshop and vote in February, but the timeline was moved up due to legal discussions. He emphasized his support for workshop discussion prior to voting and noted the January vote occurred without public input, leading to public concern. After consulting with legal counsel and the State, it was determined the vote could be revisited, and this meeting was called to allow public comment. Attorney Noe added that this was on the agenda in December of 2023 and it did not pass and was never put back on the agenda. Mayor Greer added this is the first time we have given the 2 options to correct the violation of the election laws.

Attorney Noe noted that following Robert's Rules of Order, we will need to have a motion to have a discussion with a 1st and 2nd and then we can discuss the issue. Then we will need to have a motion with 1st and 2nd to close the discussion and then we can vote on the issue.

A motion was made by Councilman Thompson, seconded by Councilman Smith, to open the floor for a discussion. All approved by voice vote.

Councilman Thompson stated that he understands both options presented. He noted that while he was elected at large, he represents Ward 3 and has always addressed issues brought to him by residents from any ward. He stated that this approach works for the current board, but his concern is for future boards. He expressed his personal preference to retain ward-based voting.

Councilwoman Binkley stated that her opinion has not changed, and she still believes we should vote by wards even if that means just the residents in each ward would elect us to the seat. This would maintain the board's integrity and ensure fair representation.

Councilman Adkins asked about homeowners that have properties in different wards. Would they need to choose a ward to cast their vote. Answer: Yes, they would need to choose a ward.

Vice Mayor Kerrigan stated that he has spoken with residents and conducted research on both options, noting that each has pros and cons. He explained that ward-based voting provides residents with local representation but can lead to infighting, while at-large voting allows all residents to vote but can present similar challenges. He noted that the current council works well together, but his concern is future representation. He stated he does not believe there is a risk of one area dominating council seats and suggested a hybrid model with three council members elected at large and three by ward to ensure balanced representation.

Mayor Greer stated he also thought about a Hybrid model and still has concerns of equal representation. He stated that no one knows better about what is happening in a ward than a council person that lives in that ward. Voting at large or hybrid could both leads to an imbalance in the wards.

Attorney Noe advised the council the difference in reconsidering a vote and rescinding a vote. She recommended the option to rescind would be the best option.

A motion was made by Councilman Thompson, seconded by Councilman Smith, to rescind the vote that was made on January 13, 2026. Voting Yea: Councilman Thompson, Councilman Smith, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: Vice Mayor Kerrigan, Councilman Adkins

The floor was opened back up to discuss the available options and also to consider the hybrid option. Attorney Noe advised she had not typed anything up for the Hybrid option but if it is chosen the board can approve it with changes and she marked up the ward copy she has.

A motion was made by Councilwoman Binkley, seconded by Councilman Thompson, to conduct our elections by wards. Voting Yea: Councilwoman Binkley, Councilman Thompson, Councilman Smith, Councilman Young, Mayor Greer. Voting Nay: Vice Mayor Kerrigan, Councilman Adkins

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:56 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
June 09, 2026, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

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

PLEDGE AND PRAYER

1. Prayer will be led by Pastor Chris Moore of Gateway Church.

PUBLIC HEARING

2. Budget 2026/2027

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to close the public hearing. All approved by voice vote. **Motion Passes.**

APPROVAL OF AGENDA

Mayor Greer asked that the agenda be amended to add special called meeting to review our property, liability, and workers comp insurance and to set a date for the special called. He also asked to add employee discussion. A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the agenda, with changes. All approved by voice vote. **Motion Passes.**

APPROVAL OF MINUTES

3. Approval of May12, 2026, Regularly Scheduled City Council Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the meeting minutes as written. All approved by voice vote. **Motion Passes.**

PUBLIC FORUM

Mr. Steve Smith addressed Resolution 2026-34.

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to close the public forum. All approved by voice vote. **Motion Passes.**

REPORTS

4. Attorney: Jennifer Noe
None.

UNFINISHED BUSINESS

5. Ordinance 649: 2026-2027 Budget - 2nd Reading

A motion was made by Councilwoman Binkley, Seconded by Councilman Smith, to approve the 2026-2027 Annual Budget. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Smith, Councilman Young. Voting Nay: Councilman Kerrigan. Voting Abstaining: Councilman Thompson. **Motion Passes.**

NEW BUSINESS

6. Resolution 2026-34 - Motorola Contract

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the Resolution. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

7. Resolution 2026-35 - Rural Health Transformation Program

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Resolution. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

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

The Council discussed the Bicentennial Trail Grant Letter of Intent to oversee the project. A motion was made by Councilman Thompson, Seconded by Councilman Smith, to accept CSR's letter of intent. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

9. Resolution 2026-36 - FEMA Grant Applications

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the Resolution. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

10. Resolution 2026-37: Firefighters Leave Policy

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Resolution. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

11. Change Order #7 - WWTP Construction

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the change order. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

12. Contracts: Thrive 55 Instructors

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the contracts. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

13. Contract: Friday Night Dance Lease

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the contract. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

14. 2024/2025 Audit Discussion

The Council discussed the 2024-2025 audit. A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the termination of MG Group and accept ATA as the new auditors. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

SURPLUS PROPERTY NOMINATIONS

15. Thrive 55 Center - GE Stove

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the surplus of the stove. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

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

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

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

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

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the surplus of all of the interceptors. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

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

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the surplus of the breathalyzer. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

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

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the surplus of the Tech Optics. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

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

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the surplus of the tasers. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

EXPENDITURE REQUESTS

23. None

OTHER

The Mayor and Council discussed a time and date for a special called meeting. A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to schedule for June 23, 2026 at 5:00 p.m. All approved by voice vote. **Motion Passes.**

The Mayor and Council had a discussion on an employee, and the cameras were turned off at 6:36 p.m. The cameras were turned back on at 7:24 p.m. to adjourn the meeting.

ADJOURNMENT

A motion made by Councilwoman Binkley, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:25 p.m. **Motion Passes.**

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY
Special Called City Council Meeting
June 23, 2026, 5:00 PM
Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 5:00 p.m.

ROLL CALL

PRESENT

Mayor Gerald Greer

Councilman Tim Adkins

Councilwoman Nicole Binkley

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

Mayor Greer stated that the agenda will need to be amended. The pledge and prayer need to be removed, and item #6 needs to be changed to reflect audit contract 25/26. He also stated that item #5 will be moved to the end of New Business. A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the agenda with changes. All approved by voice vote. **Motion Passes.**

APPROVAL OF MINUTES

1. May 26, 2026 Special Called Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the meeting minutes as written. All approved by voice vote. **Motion Passes.**

PUBLIC FORUM

2. None.

REPORTS

3. Attorney: Jennifer Noe
None.

NEW BUSINESS

4. Insurance Discussion for Liability, Property, & Workers Compensation

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to select Public Risk Insurors. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

5. City Recorder Position

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to deny an appeal by Mary Molepske. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

6. 2025/2026 Audit Contract

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the audit contract. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

7. Motorola Radio Finance Discussion

A motion was made by Councilwoman Binkley, Seconded by Councilman Thompson, to select financing option 1. Voting Yea: Mayor Greer, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young. **Motion Passes.**

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:22 p.m. **Motion Passes.**

MAYOR GERALD GREER

CITY RECORDER



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).

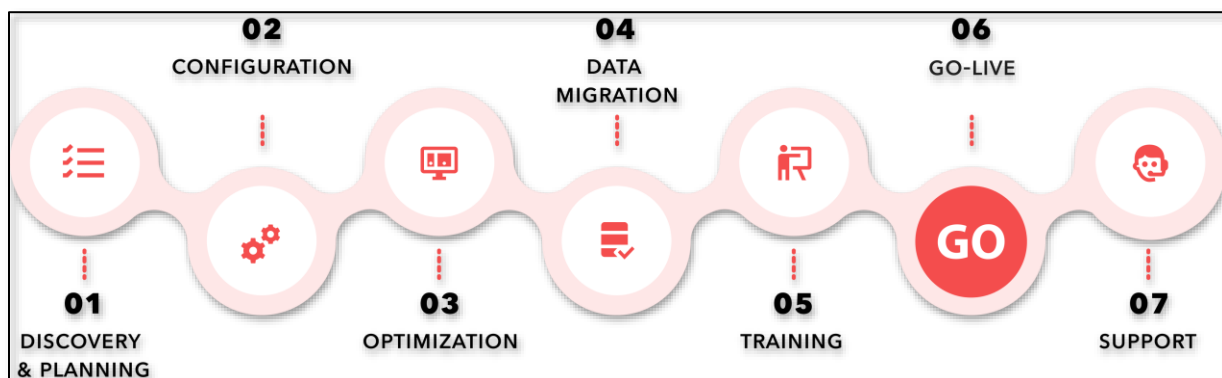
The Implementation Services do not include software development, custom feature creation, third-party system remediation, data cleansing or correction, legal, tax, or compliance advice, or ongoing managed or advisory services, unless expressly stated in the applicable Quote or a Quote Supplement or this 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: _____

CHANGE ORDER FORM

Project: John's Park Drainage & Sidewalk
Owner/Client: Town of Ashland City
Contractor: Justice Farms, LLC
Change Order No: 03
Date: 7/7/2026

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	200 tons of riprap rock (\$59/ton)	\$11,800.00
2	Clean out ditch-way in back of park	\$10,500.00

Total Cost of Change Order **\$22,300.00**

Original Contract Amount \$194,370.59
plus: Change Order's #1 & #2 \$ 7,250.00

Revised Contract Amount **\$223,920.59**

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

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.

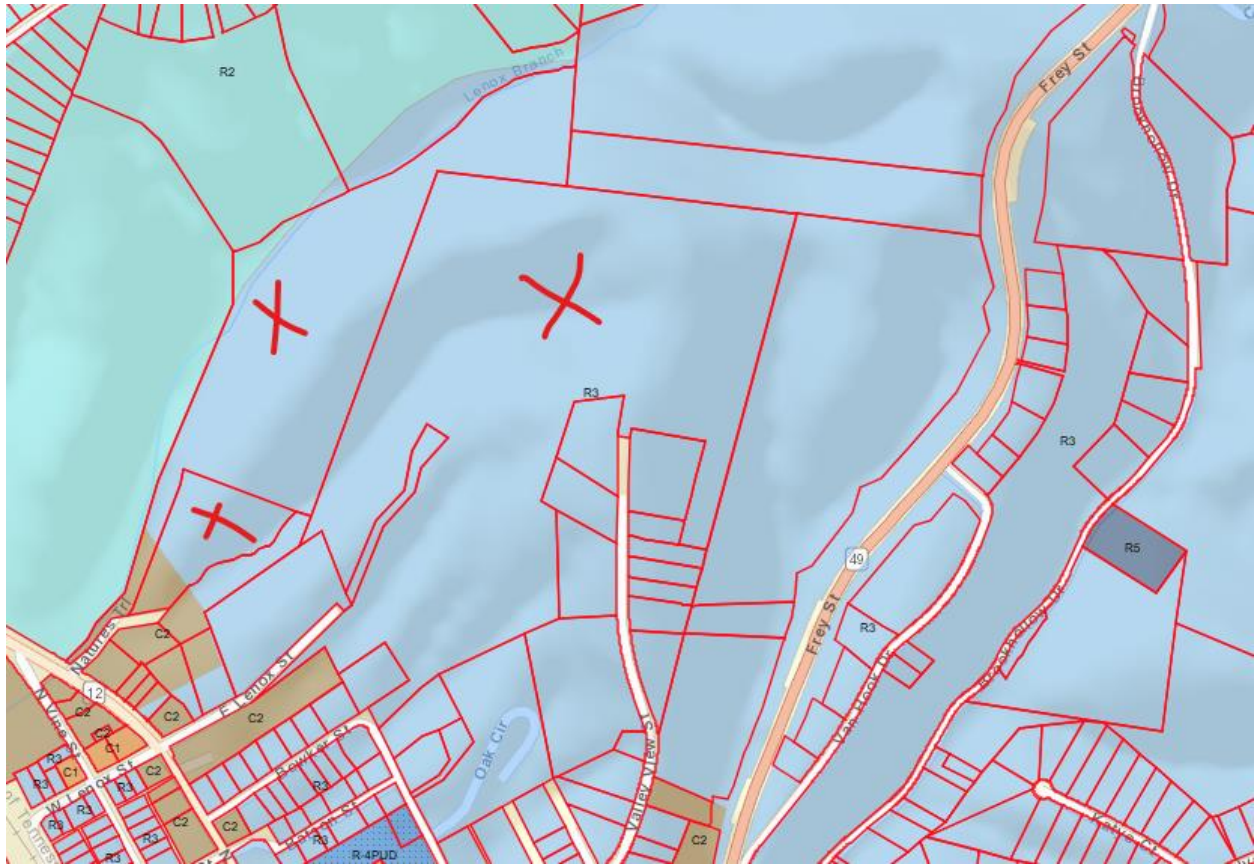
Approved by the Planning Commission at the regularly called meeting on June 01, 2026.

First Reading:
Second Reading:

ATTEST:

Mayor Gerald Greer

Alicia Martin, CMFO



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