



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

January 03, 2023 6:00 PM

Agenda

Mayor: JT Smith

Vice Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) December 06, 2022 Workshop Meeting Minutes

UNFINISHED BUSINESS

2. Project Updates from Josh Wright
3. Resolution: Updating the Purchasing Policy
- [4.](#) Ordinance: Modifying Title 11, Chapter 4, Section 11-404
- [5.](#) Ordinance: After Hour Water Disconnects

NEW BUSINESS

6. Parks Advisory Board Changes
- [7.](#) Codes and IT Assistant
- [8.](#) Advertisements for Fire
- [9.](#) ESO Agreement
- [10.](#) Defense Logistics Agency SPO
- [11.](#) Summerfest Fireworks Contract
- [12.](#) Summerfest Carnival Contract
- [13.](#) Senior Center Dance Lease Agreement
- [14.](#) Agreement for Additional Tyler Card Readers
- [15.](#) Resolution: Amending Water and Sewer Rules and Regulations
- [16.](#) Resolution: Protective Footwear
- [17.](#) Resolution: Amending the IT Policy

EXPENDITURE REQUESTS

- [18.](#) Award Bid: WWTP

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
December 06, 2022 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Tony Young

ABSENT

Councilman Kevin Thompson

APPROVAL OF AGENDA

Mayor Smith stated that he was adding an agreement for the Serving Seniors grant and the announcement of the parade winners under other. A motion was made by Vice Mayor Greer, Seconded by Councilman Adkins, to approve the agenda with changes. All approved by voice vote.

APPROVAL OF MINUTES

1. November 01, 2022 Workshop Meeting Minutes

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the minutes as written. All approved by voice vote.

OLD BUSINESS

2. Update on the Bicentennial Trail Grant

Mr. Clark stated that this started in 2019 and everything is on schedule. He stated that phase 1 was engineering and phase 2 was NEPA. Mr. Clark stated both have been completed and they plan to begin phase 3, construction, in the spring. He stated that construction should take about 18 months to complete and then the final phase is acceptance, which should take about 6 months. Mr. Clark stated that keeps us in our overall 5-year timeframe and the grant is managed by Kimley-Horn and TDOT. Councilman Smith asked if there was a contract with the Railroad Authority. Mr. Clark stated he did not know of one. Mayor Smith said they meet with the Railroad Authority and discuss what they are allowed to do, but there is not a contract.

3. Lease Office Space for Meetings

Mayor Smith stated that this is a lot of money, but at this point he is not aware of any other property for lease. Councilman Adkins asked when he anticipated moving in. Mayor Smith stated at the end of January. He stated he spoke with the County Mayor today and he has been very good to the Town and some people are for this, and some are against, but to let him know if there is a better idea. Mayor Smith stated that the County Mayor is upset about some emails he received from a council member stating that the County was not willing to work with the City. He stated that he would have been upset too and what bit he knows about this is that he has extended this offer twice. Councilman Kerrigan stated that is not the email he received. Mayor Smith stated that the County Mayor told him that he refuses to answer any more emails. Councilman Kerrigan stated that his email said it would be good if the City and County could get along because in years past there seemed to be animosity and that he would like to make sure that we can continue to work well together. Mayor Smith stated that they could all sit down together but the County Mayor will not respond to anymore of the emails. Councilman Greer asked if the money was in the budget. Ms. Bowman stated that she gave the council an estimate and that we would have enough money to cover it. She stated that she spoke with Ms. Noe and that there are no issues with the lease, but there are issues with the HVAC. Ms.

Bowman stated that there are five (5) units and four (4) of them are old. She stated that it is recommended that before we sign this lease that we have professionals go in and inspect the units, electrical, etc., so that we do not inherit someone else's problem. Ms. Bowman stated that we are responsible for the build out as well so take that into account. Councilman Adkins asked how soon we could have the inspections done. Ms. Bowman stated as soon as possible. Councilman Young stated that we want to do that before voting on it. Mayor Smith stated that Mayor McCarver stated we could have a few extra months if needed, but as far as he was concerned, they needed to move forward and put a plan in action. He stated that it is time to do something. Ms. Bowman stated we do not want to move in and have to buy four new units and replace all the plumbing. Mayor Smith stated that is why we are having it inspected. Councilman Greer asked if the building materials would be used somewhere else once we vacate the space. Mr. Nicholson stated that they would be able to reuse the materials somewhere else.

4. Resolution: Updating the Purchasing Policy

Ms. Bowman stated that she would like to defer this until next month. She stated that Cassie with MTAS would like to add some things we didn't and add a flow chart for how to handle things correctly.

5. Ordinance: Modify Title 7, Chapter 6 Fireworks

Mr. Nicholson stated that this is for second and final reading with the added changes.

NEW BUSINESS

6. Josh Wright Contracts

Ms. Bowman stated that the contracts are the same contracts approved previously and they are marked with Ms. Noe's changes. She stated that we could not find the signed contracts and USDA requires them for the loans. Ms. Bowman stated that Mr. Wright is here to discuss the projects. Mr. Wright stated that nothing in the contracts has changed, but they are not based on a percentage of construction. He stated that they are capped at a lump sum of \$195,000 per contract. Mr. Wright stated that he wanted to clarify the fee is not changing, they just need signatures. He stated that he also wanted to give a rundown on the projects and give the council a chance to ask questions. Mr. Wright stated that the Fire Station could not be going any better unless it was cheaper. He stated that USDA requires the Fire Marshal's approval on the plan before we move forward and that is supposed to be submitted tomorrow. Mr. Wright stated that USDA requires soil borings from the land and once we get the green light on that we should be able to put it out to bid in January. Councilman Greer asked how long it would take to build. Mr. Wright stated 12 to 14 months. Councilman Greer asked what the estimated cost is. Mr. Wright stated he would have to check, but he believes it is \$6,500,000.00. He stated that he met with Mr. Clark to come up with a game plan for the new park. Mr. Wright stated that they are getting the design fees to get the ball parks moved over to the new park and should have a better idea next month. He stated that once the ball parks are moved, John's Park will be the new site for the senior center and a community center. Mr. Wright stated that he would like to present exterior renderings and design fees next month. He stated that he went with Chief Ray and Deputy Chief Matlock to tour Montgomery County's gun range for ideas. Mr. Wright stated that the gun range will be presented with the park design. He stated that Mayor Smith's priority is the new senior center. Councilman Adkins asked what they plan to do with the current senior center and Mr. Wright stated that will be up to the City to decide what is needed.

7. Amending GNRC Grant contract #2326-05

Ms. Batts stated that the grocery grant with GNRC got extended through June of 2023 and it now serves 30 seniors instead of 29.

8. CDBG Engineering Agreement with CSR

Ms. Bowman stated that this contract has to go through in order to start the process.

9. Resolution: Ratifying Cheatham County Growth Plan

Mr. Nicholson stated that this is to adopt the County Growth Map. He stated that this was just cleaning it up and we will look at making changes next time.

10. Resolution: Updating the Wage and Salary Policy

Ms. Bowman stated that this is just cleaning up the policy and getting rid of old stuff. She stated that the changes are all in red. Ms. Bowman stated that Mayor Smith is wanting to change, and it is when someone changes jobs. She stated that in the past no one has lost money and he wants that removed.

11. Resolution: Adopting the Cheatham County Hazard Mitigation Plan
Mr. Nicholson stated that every 5 years they revisit this and that it is how they get their funding for things like flooding projects.
12. Ordinance: Modifying Title 11, Chapter 4, Section 11-404
Ms. Martin stated that this is to remove fireworks from Title 11 so that it is only referenced in Title 7.
13. Ordinance: After Hour Water Disconnects
Ms. Bowman stated that we are currently sending employees out after hours to do reconnects and it is not always safe situations. She stated that other water companies do not offer this service. Ms. Bowman stated that we offer auto draft, give them their due date of the 15th, add penalties on the 16th, and send out an automated call which gives people plenty of time to pay their bill before cutoffs on the 20th. She stated that sometimes is it 10 customers and sometimes it is 50, but the employees are not safe. Ms. Bowman stated that this will remove after-hours reconnects and they will only be done during business hours. She stated this will eliminate overtime and putting people in jeopardy.

SURPLUS PROPERTY NOMINATIONS

14. Ice Machine
Ms. Batts stated that their ice machine went out after having it repaired last year. She stated that it was more cost effective to buy a new one.

EXPENDITURE REQUESTS

15. Award Bid: WWTP
Mr. Ricky Oakley presented some handout to the council and stated that he was not here to recommend award. He stated that they opened bids last Thursday and they were significantly higher than anticipated. Mr. Oakley stated that they received two bids, Reeves Young for \$30,745,000.00 and W&O Construction for \$31,623,500.00.00, and we budgeted for \$17,000,000.00 which includes the sewer rehab project. He stated that they are not in a place to recommend, but the City is under a federal order to build the plant. Mr. Oakley stated that based on the bids, this looks like a \$30,000,000.00 project and we may have anticipated poorly. He stated that we have asked the contractors to look at ways to save and weighed funding options. Mr Harris stated that the bids are good for 60 days and this is under an order to be completed by December of 2023. Councilman Smith asked how long it would take to build. Mr. Oakley stated it would take two and a half years to complete. Ms. Bowman stated that this has been going before the council since 2018, prior to covid, and the council did not want to do anything so now it will cost an additional \$20,000,000.00. Mr. Harris stated that since the sewer rehab project has started, true numbers are coming in and the plant is running at full capacity. He stated that he will have to start shutting things down when he gets to a million. Mr. Oakley stated that if they can start getting the cost per gallon closer to \$6.00 now, they should. Ms. Bowman stated that when she told the council at budget that we needed to increase by 15% and they did not want to, now we will have to. Mr. Oakley stated that he would like to come back in January with a plan and get our recommendation for award.

OTHER

16. Serving Seniors Agreement
Ms. Batts stated that we were granted this money, and this is the agreement.
17. Parade Winners
Mayor Smith stated that the winners of the Christmas parade are as follows:
1st Place is Holly Waller, Cheatham County Court Clerk, with the Polar Express.
2nd Place is The Town of Ashland City with Christmas Vacation
3rd Place is Midway with Mickey's Once Upon a Christmas
Mayor's Choice is Cheatham County Funeral Home with A Christmas Carol

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:01 p.m.

ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING TITLE 11, CHAPTER 4 OF THE MUNICIPAL CODE DELETING SECTION 11-404 IN ITS ENTIRETY

WHEREAS, the Mayor and City Council have determined there is no longer a need for this paragraph; and

WHEREAS, it is the Town of Ashland City Mayor and City Council's specific intention to delete paragraph 11-404 in its entirety; and

WHEREAS, the guidelines for fireworks will be defined in Title 7, Chapter 6 of the Municipal Code.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 11, Chapter 4, Paragraph 11-404 be deleted in its entirety as follows:

CHAPTER 4

FIREARMS, WEAPONS AND MISSILES

SECTION

11-401. Discharge of air guns, spring guns, etc.

11-402. Throwing missiles.

11-403. Discharge of firearms.

11-404. Exception.

11-401. Discharge of air guns, spring guns, etc. It shall be unlawful for any person to fire or discharge any air gun or air pistol, spring gun or spring pistol, or any other device or firearm which is calculated or intended to propel or project a bullet, pellet, air or similar projectile, within the city limits, so as to endanger life, limb or property of any other resident of the city. (1973 Code, § 10-213, as replaced by Ord. #149, April 1996)

11-402. Throwing missiles. It shall be unlawful for any person to throw any stone, snowball, bottle, club, brick-bats or any other missile from slings, by hand or otherwise within the city, so as to endanger life, limb, or property of any citizen. (1973 Code, § 10-214, as replaced by Ord. #149, April 1996)

11-403. Discharge of firearms. It shall also be unlawful for any unauthorized person to discharge a firearm within the municipality. An unauthorized person is defined as a person who does not comply with the Tennessee Wildlife Resource Agency guidelines or does not comply with any state or federal laws pertaining to hunting or the discharging of a firearm. (1973

Code, § 10-212, modified, as replaced by Ord. #149, April 1996)

~~11-404. Exception. This section shall not apply to the discharge of fireworks for the following days:~~

~~June 20, through July 7th from 10:00 A.M. until 10:00 P.M. and December 10th through January 4th from 10:00 A.M. to 10:00 P.M. with the exception of January 1st which shall be until 12:30 A.M. (as added by Ord. #249, May 2002)~~

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

First Reading: December 13, 2022

Second Reading: January 10, 2023

ATTEST:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE DELETING AFTER HOURS RATES

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following shall apply and be put into effect immediately upon proper passage of this ordinance.

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

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

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

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

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

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

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

1st reading _____

Public hearing _____

2nd reading _____

Jeffrey Smith, Mayor

Alicia Martin, CMFO/City Recorder

JOB DESCRIPTION

**Town of Ashland City
Administrative Assistant of Building &
Codes and Technology**

CLASSIFICATION TITLE: Administrative Assistant of Building &
Codes and Technology
DEPARTMENT: Building & Codes and Technology
REVISION DATE: 06-24-2022
REPORTS TO: Building & Codes Director/IT Director
EMPLOYMENT STATUS: Full time
FLSA STATUS: Non-Exempt
PAY RANGE: Pay Grade Level 4

JOB SUMMARY

This employee is under the general direction of the Building and Codes Director and the Technology Director. The employee is responsible for performing highly responsible administrative and secretarial services, including but not limited to, accepting applications, and collecting fees for permits, answering inquiries regarding building and codes issues, providing help desk support for tier 1 IT issues, maintaining records, preparing reports and correspondence, scheduling inspections, and overseeing both offices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- To meet and greet the public and serve our customers.
- Maintains a professional image by performing duties in a courteous manner and exhibits excellent customer service.
- Assists on new computer and/or device installations.
- Receives and screens phone calls.
- Assists customers with applications, permits, and various tasks.
- Processes all building permits and schedules inspections.
- Performs basic problem solving and assistance on various software applications.
- Reviews completed forms for signatures and proper entries.
- Maintains electronic and paper records of the IT and the Building and Code Department.
- Follows up with building permit applicants and addresses concerns.
- Manages all calendars for the IT and Building and Code Department.
- Prepares all necessary documents for Planning Commission, Planning and Future Growth, and BZA meetings.
- Manages and maintains the IT ticketing system
- Attends all Planning Commission and BZA Meetings as Secretary and records minutes.
- Attends all Planning and Future Growth meetings as Secretary and records minutes.
- Maintains records of Planning Commission and BZA members.
- Manages all passthrough invoices for construction.
- Prepares all reports and correspondence.

- Maintains adequate inventory of office supplies and orders supplies as needed.
- Assists both departments with budget preparation.
- Enforces departmental policies and procedures.
- Maintains currency of knowledge with respect to technology, building and codes, and applicable laws.
- Must obtain the Permit Technician Certification with ICC.
- Attends preconstruction meetings as needed.
- Attends other meetings as requested.
- Other duties as assigned.

QUALIFICATIONS

- Graduation from an accredited high school or GED equivalent.
- Experience with Tyler, Municode, or iWorQ preferred.
- Two (2) plus years of experience in a similar role.
- Knowledge of a wide range of technology systems and support.
- Ability to analyze and resolve basic computer systems.
- Must have a valid Tennessee Driver's License.
- May be required to work overtime, or alternate hours, as necessary for the efficient operation of the department.
- Must be able to travel as required for training or other related operations.
- Must be knowledgeable/efficient in Microsoft Office Suite.
- Must be able to pass drug test.

USUAL PHYSICAL DEMANDS

- Requires sedentary work that involves walking or standing
- May include heavy lifting up to 20 lbs. such as files, boxes of paper, office equipment, etc.

EMPLOYEE AWARENESS

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

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

MANAGEMENT APPROVAL

Department Head's Signature

___/___/___
Date

Human Resource Director's Signature

___/___/___
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

___/___/___
Date

ADVERTISER AGREEMENT

OUTFRONT/

CONTRACT NO.: **3568629**

DATE: 12/28/22

OUTFRONTmedia
1431 Poplar Lane
Nashville, TN 37210
(615) 256-4400
(615) 256-2641

ADVERTISER: Ashland City Fire Department

CLIENT SUPPLIES PRODUCTION: Yes

BRAND:

ACCOUNT EXECUTIVE: Christopher Antonious (F83)

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1139765

Ashland City Fire Dept.
200 Marrowbone Lane
Ashland City, TN 37015
615-419-8348
Attn: Stephen Jenkins

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient coverage Copy and posting instructions. See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Nashville, TN	Digital Bulletins/Unit# 2-9036	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00
Nashville, TN	Digital Bulletins/#02-8914 Hwy 109 M/S Hwy 70 N	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00
Nashville, TN	Digital Bulletins/2-9123 Briley W/O McGavock F/S	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00
Nashville, TN	Digital Bulletins/Unit# 2-7629	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00
Nashville, TN	Digital Bulletins/#2-8999 I-65 S/O Franklin F/N	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00

Special Instructions:

Net Agreement Total: **\$7,000.00**

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____
NAME - TITLE

ADVERTISER AGREEMENT

OUTFRONT/

CONTRACT NO.: **3568629**

DATE: 12/28/22

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Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Nashville, TN	Digital Bulletins/Unit# 2-7456	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00
Nashville, TN	Digital Bulletins/Unit: 2-8725	8		UNIT	1	01/09/23-02/05/23	1.00	4W	\$1,000.00

Special Instructions:

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ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

OUTFRONT/

CONTRACT NO.: 3568629

DATE: 12/28/22

ADVERTISER: Ashland City Fire Department

ACCOUNT EXECUTIVE: Christopher Antonious (F83)

BRAND:

CAMPAIGN:

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 Attn: Stephen Jenkins

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Nashville, TN	Digital Bulletins/Unit# 2-9036	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		
Nashville, TN	Digital Bulletins/#02-8914 Hwy 109 M/S Hwy 70 N	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		
Nashville, TN	Digital Bulletins/2-9123 Briley W/O McGavock F/S	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		
Nashville, TN	Digital Bulletins/Unit# 2-7629	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		
Nashville, TN	Digital Bulletins/#2-8999 I-65 S/O Franklin F/N	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

OUTFRONT/

CONTRACT NO.: 3568629

DATE: 12/28/22

ADVERTISER: Ashland City Fire Department

ACCOUNT EXECUTIVE: Christopher Antonious (F83)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1139765
 Ashland City Fire Dept.
 200 Marrowbone Lane
 Ashland City, TN 37015
 615-419-8348
 Attn: Stephen Jenkins

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Nashville, TN	Digital Bulletins/Unit# 2-7456	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		
Nashville, TN	Digital Bulletins/Unit: 2-8725	8		12/22/22	1	@Nashville Digital Outdoor Contact your OUTFRONT AE Nashville, TN		

- 1. Scope of the Contract.** The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
- 2. Delivery of Copy.** At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
- 3. Copy Approval and Responsibility for Content.** The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
- 4. Publicity for Certain Copy.** If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
- 5. Inspection of Displays.** Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
- 6. Maintenance and Damage.** Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
- 7. Inability to Post Copy.** If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
- 8. Illumination of Static Displays.** Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
- 9. Invoicing and Payment.** Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions



INDOOR ADVERTISING AGREEMENT

Nashville

ADVERTISING INFORMATION

Business Name: Ashland City Fire Dept
 Contact: Stephen Jenkins
 Address: P.O. Box 36

 City/State/Zip: Ashland City, TN 37015
 Phone: 615-426-2042
 Email: sjenkins@ashlandcitytn.gov
 Billing Contact Name: ***
 Billing Contact Email: ***

Client Type: Fire Dept
 Client Status: NEW RENEWAL ADD-ON

TERMS

Start Date: 12/1/22
 End Date: 5/31/23

AD FORMAT

Digital: 7.5 secs 15 secs 30 secs
 Print: 17"x11" 17"x22" 17"x33"
 Legacy: 8.5"x11"

VENUE	M	W	C	VENUE	M	W	C
Bars to be Picked by Social Indoor							
Looking for Places frequented by locals							
Total number of guaranteed ads-54							

NOTES

Bridgestone Arena Mens Package-\$875/month for 24 ads
Buy 15 Bonus 15 ads in bars and restaurants-\$790/Month
Ad Creation and Print Cost Included in Package

Advertising Charge Per/Month \$ \$1,665
 Duration of Contract 6-Month
 Ad Creation Fee \$ NA
 Posting Fee/Other \$ NA
 Total Contract Price..... \$ 9,990

SIGNATURES & APPROVALS

The undersigned hereby acknowledges and agrees this Contract is signed and accepted subject to the terms and conditions stipulated above, which are all of the agreements and representations as to this Contract made by either party hereto.

Merchant Signature _____ Print Name _____ Today's Date _____

Company/Account Representative _____ Print Name _____ Today's Date _____

TERMS AND CONDITIONS

1. SERVICES. a) Advertiser hereby seeks to contract with Company for the installation, display, and if needed, production of an advertisement(s) on behalf of Advertiser on those products in the Venues listed on the front side of this Agreement and/or in the addenda/exhibits attached hereto. "Products" means display units maintained for the presentation of advertisements. "Advertiser" shall mean any customer or advertising agency acting on the customer's behalf that requests the production of an advertisement and/or the advertising display services of Company. "Advertising Agency" means a representative of Advertiser with the authority to contract for or to delegate the obligation to provide advertising production and/or display services on behalf of Advertiser.

b) If requested, Company shall be responsible for the production, design, and printing of an advertisement(s) on behalf of Advertiser to be installed in accordance with the specified post date. Prior to installation, Company will submit a proposed advertisement to Advertiser for approval. Upon receipt of the proposed advertisement, Advertiser shall have five (5) business days to notify Company of its approval or disapproval. If Advertiser is providing Company with materials to be advertised or included in any advertisement, then Advertiser shall be obligated to deliver such materials to Company in sufficient quantity and within any time limits set by Company from time to time for proper installation and execution of this Agreement. Any delay in the schedule of installation or the start of services under this Agreement due to Advertiser's delay in submitting its approval or any materials shall not extend the term of this Agreement without an express written modification.

c) Company shall be responsible for installation and display of Advertiser's advertisement on or before the specified installation date on the front side of this Agreement. At its own cost, Company shall secure the advertising space in the designated Venues for the placement of Advertiser's advertisement. In the event specific Venues have not been designated, Company shall be responsible in its discretion to assign and secure the necessary Venues within Advertiser's designated Market to fulfill this Agreement and Advertiser shall have the right to disapprove of any Venue. In the event any Venue is disapproved of or Company is prevented from placing Advertiser's advertisement at any specific Venue, Company shall submit to Advertiser an alternate Venue. Any alternate Venue is presumed approved if not rejected within three (3) business days of Advertiser's receipt of the name of the alternate Venue and the new Venue shall be deemed a substitute for the unavailable Venue. The loss of any Venue, either before or after installation has been completed, shall not be deemed a breach of this Agreement. The remaining terms and conditions of this Agreement continue to be enforceable and Company shall extend the term of this Agreement to compensate for the lost advertising service.

d) Company shall have the complete and exclusive control over the method, details, and means of accomplishing the services in this Agreement, including the right to contract or delegate the performance of any required services herein. Advertiser acknowledges and agrees to Company's use of franchisees, independent contractors, and/or other third parties to effectuate its obligations under this Agreement, and recognizes that such parties are independently owned and operated companies and are not agents of Company. Company shall not be liable to Advertiser for the failure or proper performance of such parties, but Company shall be obligated to use its best efforts to remedy any such failure. Company shall be responsible for performing periodic examinations, maintenance, repair, and removal of all advertisements.

2. TERM. This Agreement shall be for the term stated on the front side of this Agreement, shall commence on the date this Agreement is executed, unless this Agreement is amended or terminated by written agreement signed by both parties or terminated by Company pursuant to paragraph 3 below ("Term").

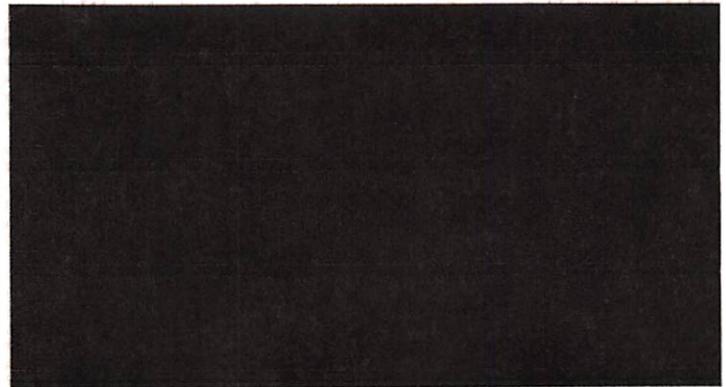
3. TERMS OF PAYMENT. a) Advertiser shall pay Company the agreed upon amount on the front side of this Agreement for Company's services with respect to those products and advertising spaces that Advertiser seeks to advertise upon, unless the Agreement is a barter exchange. The agreed upon amount will be charged according to the billing schedule stated on the front side of this Agreement and Advertiser agrees to make timely payment on such costs, in accordance with any Company invoices. In the event that Advertiser does not make a payment when due, a finance charge of 1.5% per month will be charged on all unpaid invoices. Further, Advertiser and Company may agree upon the use of barter in exchange for payment under this Agreement and both parties shall abide by any barter terms described on the front side of this Agreement. Advertiser hereby authorizes Company to collect any amounts owed to Company from Advertiser by electronic funds transfer and/or ACH from Advertiser's deposit or demand account(s) and Company shall have the right to deduct any past due amounts from any amounts payable or the reasonable value of any barter owed to Advertiser hereunder.

b) If any portion of the agreed upon amount is not paid when due, then Company may accelerate payments due hereunder and declare the entire amount due and payable upon giving Advertiser ten (10) calendar days notice to cure such failure to pay. If the total amount is declared immediately due, the entire unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum until the balance is paid in full. All powers and remedies given by this Agreement to Company shall, to the extent permitted by law, be deemed cumulative and not exclusive of any other power or remedy available herein to enforce the performance or observance of the terms of this Agreement. In the event it is necessary for Company to enforce any provisions of this Agreement by or through an attorney, it shall be entitled, in addition to such sums as may be due or such other relief which it may be entitled, to all attorney's fees plus court costs and other expenses of enforcement or collection.

c) Advertiser shall at all times be liable for the payment of services and costs. In the event Advertiser has appointed an Advertising Agency as its representative and the Advertising Agency signed this Agreement for the benefit of the Advertiser, then Company agrees to demand payment from the Advertising Agency for the entire balance of this Agreement. Payment by the Advertiser to the Advertising Agency shall not constitute payment of Advertiser's amounts owed under this Agreement, until such sums are remitted to Company. In the event the Advertising Agency fails to pay any amounts due hereunder, the Advertiser shall be ultimately and solely liable for all amounts owed to Company and Company shall have the right to contact Advertiser for payment.

4. WARRANTIES AND REPRESENTATIONS. Company makes no warranty or representation as to the effectiveness of any advertisement or the placement of such advertisement at any Venue. Advertiser warrants and represents that any and all artwork, photographs, design work, copy, logos, or any other content provided to Company does not violate any federal, state, or local laws, including without limitation, any copyright, trademark, right to privacy, libel, or fair trade practices law. Company reserves the right to display advertisements if it has created on behalf of Advertiser on Company's web site and/or use them in promotional materials, unless Advertiser expressly notifies Company in writing that Advertiser no longer approves of Company's use of its logo or trademarks.

5. TERMINATION. This Agreement and all obligations hereunder shall be terminated at the expiration of the term. This Agreement and all obligations of the Company hereunder may be cancelled by Company in the event (i) Advertiser fails to comply with the terms of this Agreement, including Advertiser's failure to make payments when due, or (ii) that any of the services provided by Company is not lawful, licensed or permitted. Company reserves the right to edit, reject, or refuse advertising, photographs, artwork, or copy at any time for any reason whatsoever. Advertiser may terminate this Agreement prior to the end of the then current term, provided Advertiser gives Company sixty (60) days advanced notice and pays Company a cancellation fee as follows: 15% of the gross monthly revenue as expressed in this Agreement times the number of months remaining in the then current term of this Agreement. In the event this Agreement is based on barter and Advertiser terminates prior to the end of the then current term, the cancellation fee shall be based on the value of the barter according to Company's current rate card and Advertiser shall pay 15% of this gross monthly revenue amount times the number of months remaining in the then current term. Advertiser hereby authorizes Company to collect the cancellation fee from Advertiser by electronic funds transfer and/or ACH from Advertiser's deposit or demand account(s) and Company shall have the right to deduct the cancellation fee from any amounts payable or barter owed to Advertiser hereunder. In addition, if Advertiser is at any time in breach of this Agreement, Company shall have the right to remove any and all Advertiser's advertisements on Company's products and such removal shall not constitute a breach of this Agreement by Company, nor entitle Advertiser to reduce or abate the agreed upon amount or delay payments to Company.



7. NON-COMPETITION. Advertiser agrees not to compete directly or indirectly with Company in advertising that utilizes the Products in any Venue secured by Company in accordance with this Agreement for so long as this Agreement is in effect and continuing for one year following expiration of this Agreement ("Non-Compete Period"), including but not limited to rendering services or becoming associated with any Venue secured for this Agreement for the production or placement of Indoor Print and LCD advertising. During the Non-Compete Period, Advertiser will not install or attempt to install any indoor print frames or liquid crystal displays, advertisements, or any other competing advertising medium within the Venues secured herein, including but not limited to in-house promotions for a Venue. Advertiser understands and agrees that Company's obligation to secure Venues and advertising space to display Advertiser's advertisement constitutes independent and sufficient consideration for this non-competition provision. Advertiser agrees the terms in this provision are fair, reasonable, and reasonably required for the protection of Company's business interests.

8. COMPANY'S LIMITED LIABILITY TO ADVERTISER. a) Company shall use reasonable efforts to comply with all applicable laws and regulations, and to obtain necessary licenses, permits or registrations to conduct its business. b) Company will use ordinary care in providing advertising services, including ordinary care in the creation and placement of advertisements. In addition, Company will, at its expense, correct any errors that are due solely to Company's personnel. However, the expense of correcting such errors incurred by Company shall be the only responsibility of Company occasioned by its performance or non-performance of its obligations under this Agreement, and Advertiser agrees to accept the correction of errors by Company as its sole and exclusive remedy. c) EXCEPT AS PROVIDED IN THIS PARAGRAPH 8, ADVERTISER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF ANY PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR ABILITY TO BE LICENSED, PERMITTED OR REGISTERED TO PROVIDE THE SERVICES TO BE RENDERED TO ADVERTISER HEREUNDER. COMPANY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF ADVERTISER, OR ANY OTHER LIABILITY ARISING OUT OF A BREACH OF THIS AGREEMENT.

9. ASSIGNMENT. This Agreement may be assigned by Company but not by Advertiser without Company's prior written consent. Company reserves the right, in its sole discretion, to delegate or assign to third parties the performance of Company's obligations to Advertiser. In the event of any such delegation, the provisions of this Agreement applying to Company shall apply equally to such third party in the performance of such obligations including, but not limited to, the limited liability, indemnification, and force majeure provisions hereof.

10. FORCE MAJEURE. Neither party shall be considered in default in the performance of its obligation should its performance thereof be delayed or prevented by force majeure. "Force majeure" shall include, but shall not be limited to, hostilities, revolution, riots, strikes, epidemic, accident, fire, flood, earthquake, wind storm, explosion, lack of or failure of transportation facilities or power facilities, regulations or ordinance, any act or requirement of any governmental or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or the parties, any act of God, or any cause, which is reasonably beyond the control and without the fault or negligence of the parties.

11. RELATIONSHIP OF PARTIES. It is not the intention or the purpose of this Agreement nor shall any provision herein create nor shall the same be construed as creating any type of partnership or joint venture of the parties hereto. This Agreement shall not be construed to provide for or communicate that Company has or is attempting to acquire any financial interest, direct or indirect, in Advertiser, Advertiser's business, or Advertiser's representative Agency, if one exists. Company shall not be deemed to be a representative of Advertiser for any purpose whatsoever except those expressly stated herein. An Advertising Agency may represent and warrant that it is authorized to sign this Agreement and place advertising on behalf of an Advertiser named on the front side of this Agreement and the Advertising Agency may deduct the industry standard Agency commission (currently 15%) upon payment to Company for services subsequently performed by Company. Advertiser may change its representative Agency, upon notice to Company, and the successive Agency shall be entitled to any commissions from the performance of Company's services.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto. This Agreement supersedes all prior communications, representations, terms, conditions or agreements, oral or written, between the parties and no waiver or modification to this Agreement shall be effective unless it is in writing, signed by the parties. This Agreement may be executed in one or more counterparts, which counterparts shall together constitute one and the same instrument.

13. NOTICES. Any notices to be given under this Agreement shall be deemed adequate if given in writing and sent by certified or registered international mail, by recognized air courier, or by facsimile transmittal at a fax number known to be maintained by the party to whom notice is to be given, coupled with a copy of the fax confirmation sheet. Notice shall be deemed given when it is received.

14. MISCELLANEOUS. This Agreement shall bind and inure to the benefit of each of the parties and their successors, representatives, and heirs. The person signing this Agreement on the Advertiser's behalf has the authority to bind the Advertiser to this Agreement. This Agreement shall be deemed to have been made in the State of Minnesota and shall be governed and interpreted in accordance with its laws, which laws shall prevail in the event of any conflict of law. If any part of this Agreement is held invalid or unlawful by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Nashville
 1993 Southerland Drive
 Nashville, TN 37207
 Phone: 615-228-5500
 Fax: 615-228-5997



CONTRACT # 4045336

Date: 12/19/2022
 New/Renewal: NEW
 Account Executive: Steve Daniel
 Phone: 615-228-5500

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	817523-0
Name	ASHLAND CITY FIRE DEPARTMENT
Address	200 MARROWBONE LANE
City/State/Zip	ASHLAND CITY, TN 37015
Contact	STEPHEN JENKINS
Email Address	sjenkins@ashlandcitytn.gov
Phone #	(615) 426-2042
Fax #	
P.O.J Reference #	
Advertiser/Product	ASHLAND CITY FIRE DEPARTMENT
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	030 Nashville, TN	for Panel 51097		01/04/23	1	\$1,000.00	\$1,000.00
Poster Flex	030 Nashville, TN	for Panel 40683		01/04/23	1	\$250.00	\$250.00
Total Production/Other Services Costs:							\$1,250.00

Space										
# of Panels: 4									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
40683 569830	030-NASHVILLE, TN	ASHLAND CITY HWY S/S 300' W/O OLD HICKORY BLVD F/W	No	Poster	10' 6" x 22' 9"		01/04/23-01/31/23	1	\$650.00	\$650.00
51097 30752574	030-NASHVILLE, TN	BRILEY PKWY N/S 100' E/O WHITES CREEK PIKE EXIT 19 F/W	Yes	Perm Bulletin	14' 0" x 48' 0"		01/04/23-01/31/23	1	\$1,000.00	\$1,000.00
80082 30635557	030-NASHVILLE, TN	OLD HICKORY BLVD E/S .3 MILE S/O I-40 F/N	Yes	Digital Poster	10' 0" x 21' 0"		01/04/23-01/31/23	1	\$1,000.00	\$1,000.00
81501 30749412	030-NASHVILLE, TN	I-40 S/S .5 MILE W/O I- 440 EXIT 206 F/E	Yes	Digital Bulletin	14' 0" x 48' 0"		01/04/23-01/31/23	1	\$3,000.00	\$3,000.00
Total Space Costs:									\$5,650.00	
Total Costs:									\$6,900.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the City of Ashland City

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.



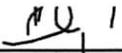


CONTRACT # 4045336

Customer:	ASHLAND CITY FIRE DEPARTMENT
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.


ACCOUNT EXECUTIVE: Steve Daniel

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.





CONTRACT # 4045336

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.





Quote Date: 11/08/2022
 Customer Name: Ashland City Fire Department
 Quote #: Q-94332
 Quote Expiration date: 02/06/2023
 ESO Account Manager: April Covington

CUSTOMER CONTACT

Customer Ashland City Fire Department
 Name Stephen Jenkins
 Email sjenkins@ashlandcitytn.gov
 Phone 615-426-2042

BILLING CONTACT

Payor Ashland City Fire Department
 Name Jamie Winslett
 Email accountspayable@ashlandcitytn.gov
 Phone (615) 792-4211 x5635
 Address Attn: Derek Noe
 Ashland City TN, 37015
 Billing Frequency Annual
 Initial Term 12 months

Fire			
Product	Volume	Total	Fee Type
ESO Activities - Fire and Fire/EMS Agencies	2 Stations	\$520.00	Recurring
		Total Recurring Fees	\$ 520.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 520.00



Quote Date: 11/08/2022
 Customer Name: Ashland City Fire Department
 Quote #: Q-94332
 Quote Expiration date: 02/06/2023
 ESO Account Manager: April Covington

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Ashland City Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

For Fire, the following payment terms apply:
 Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 11/08/2022
Customer Name: Ashland City Fire Department
Quote #: Q-94332
Quote Expiration date: 02/06/2023
ESO Account Manager: April Covington

Fire

Product

Description

ESO Activities - Fire and Fire/EMS Agencies

Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

APPROVED

By Dan Arnold at 12:23 pm, Sep 08, 2022



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing*: Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing*: Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of TENNESSEE

Title (Print): STATE COORDINATOR

Name (Print): ELBERT BAKER

Signature (Sign): Elbert Baker Date MM/DD/YYYY: 9-8-2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____

IMPACT PYRO
P.O. BOX 989
GOODLETTSVILLE, TN 37070

CONTRACT AGREEMENT

This Agreement, made this December 23, 2022, by and between IMPACT PYRO INC., a Tennessee Corporation, whose business address is P.O. BOX 989, Goodlettsville, TN 37072, and hereinafter shall be referred to as IMPACT PYRO and Town of Ashland City, whose business address is 233 TENNESSEE WALTZ PARKWAY, ASHLAND ITY, TN 37015, and hereinafter referred to as CUSTOMER.

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** IMPACT PYRO agrees to furnish to CUSTOMER a fireworks display (hereinafter referred to as SHOW) pursuant to proposal number 230610-ASHLANDCITY-1.3, dated December 23, 2022 and per specifications and requirements provided by CUSTOMER. The SHOW will take place on June 10, 2023 at the John C. Poole Recreation Area off Tennessee Waltz Parkway unless IMPACT PYRO or CUSTOMER shall determine that weather conditions (or other hazards) prohibit IMPACT PYRO from proceeding with the SHOW; in which case, IMPACT PYRO agrees to present the SHOW on a mutually agreed upon future date. In the event that conditions do not allow the SHOW to proceed on the scheduled date, CUSTOMER shall remit the actual expenses IMPACT PYRO may incur in presenting the SHOW on subsequent occasion. If in anticipation of inclement weather or other foreseen dangerous conditions, the SHOW is postponed prior to delivery of product/equipment and setup of SHOW, additional expenses will be considered zero and there will be no additional charge for presenting SHOW on future date.
- II. **CANCELLATION:** Should CUSTOMER elect to cancel the SHOW for any reason, CUSTOMER must provide IMPACT PYRO with a written notice by certified mail, return receipt to IMPACT PYRO'S address as set forth above no later than thirty (30) days before the scheduled date of the SHOW. Customer agrees that IMPACT PYRO shall incur substantial expense in preparation for the SHOW and, accordingly, agrees to pay 50% of the full contract price of the show (as set forth in paragraph XIII herein) to IMPACT PYRO as liquidated damages for cancellation of the SHOW. If CUSTOMER does not provide IMPACT PYRO with notice as set forth herein, CUSTOMER shall pay IMPACT PYRO 100% of the full contract price for the SHOW as liquidated damages.
- III. **MUTUAL CANCELLATION:** In the event of fire, accidents, lightning strikes, flood, acts of God, or causes beyond the control of IMPACT PYRO, which preclude IMPACT PYRO from presenting the SHOW, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof. *In such case, customer shall be entitled to a refund of all monies paid as set out in I*
- IV. **SECURITY AREA:** CUSTOMER agrees to furnish sufficient space for IMPACT PYRO to properly conduct the SHOW as determined by NFPA 1123 (hereinafter referred to as SECURITY AREA). CUSTOMER agrees to provide adequate security protection to preclude unauthorized persons from entering the SECURITY AREA. For the purposes of the Agreement, "unauthorized persons" shall mean anyone other than

CONTRACT AGREEMENT

- employees of IMPACT PYRO or persons specifically designated in writing, submitted to IMPACT PYRO, and approved prior to the event. Policing of SECURITY AREA is the responsibility of the CUSTOMER.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** CUSTOMER agrees ^{as allowed by law} to hold IMPACT PYRO harmless from any damages caused to CUSTOMER which result as a consequence of unauthorized persons entering the SECURITY AREA. Furthermore, CUSTOMER agrees to defend and indemnify IMPACT PYRO from any and all claims brought against IMPACT PYRO for damages caused wholly or in part by unauthorized persons who have entered the SECURITY AREA. ^{as allowed by law}
- VI. **AMENDMENT AND ASSIGNMENT:** This agreement (including all attachments related to show) is deemed personal and confidential to CUSTOMER and its executors and administrators only, and may not be sold, assigned, transferred, or shared without the prior written consent of IMPACT PYRO.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this AGREEMENT, CUSTOMER shall apply for the approval hereof to any agency, officer, or authority of any government if such approval is required by any applicable law, ordinance, code, or regulation. CUSTOMER agrees to indemnify and hold harmless IMPACT PYRO against all claims, suits, causes of action, demands, penalties, losses, or damages, which may arise or accrue because of the failure or neglect of CUSTOMER to obtain such approval. This AGREEMENT is made expressly subject to and CUSTOMER expressly agrees to comply with and abide by all applicable laws, ordinances, codes, and regulations insofar as the same may be applicable to the terms and conditions of this AGREEMENT, including all rules and regulations now existing or that may be promulgated under and in according with any such law or laws. ^{as allowed by law}
- VIII. **PERMITS AND LICENSES:** IMPACT PYRO shall obtain and maintain all permits and licenses necessary to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule, or otherwise. It is hereby stipulated that this AGREEMENT is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought ~~in the Courts of Sumner County~~ in the State of Tennessee, and the CUSTOMER hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against IMPACT PYRO in and other actions, in any jurisdiction.
- IX. **LATE PAYMENT:** IMPACT PYRO shall charge, and CUSTOMER agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until IMPACT PYRO is paid the amount set forth in Paragraph XIII herein, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** CUSTOMER agrees to allow IMPACT PYRO to use CUSTOMER'S name in IMPACT PYRO'S list of clients and any IMPACT PYRO advertisements or promotions.
- XI. **COMPLAINTS:** In the event that the CUSTOMER has complaint concerning the SHOW, or any material or product used in or pursuant to the SHOW, or any conduct of the SHOW by IMPACT PYRO, or any act or omission of IMPACT PYRO or its agents, either directly or indirectly, without limitation, CUSTOMER shall

CONTRACT AGREEMENT

make a complaint known to IMPACT PYRO in writing by certified mail to IMPACT PYRO'S address as set forth above, within ten (10) days after the date of the SHOW. In the event that that CUSTOMER fails to register any complaint in the time and manner specified, CUSTOMER agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to IMPACT PYRO hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, CUSTOMER agrees that should IMPACT PYRO have to collect any amount due IMPACT PYRO hereunder which CUSTOMER claims as an offset or which is withheld by CUSTOMER on account of, or because of, a complaint not registered with IMPACT PYRO in the time and manner specified herein, by law or through an Attorney-at-law, IMPACT PYRO shall be entitled to collect attorney's fees in the amount of 15% of the amount owing IMPACT PYRO or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. **WORKER'S COMPENSATION/EMPLOYEES:** IMPACT PYRO shall provide Worker's Compensation Insurance for its employees only.

XIII. **PAYMENT TERMS:** CUSTOMER shall pay IMPACT PYRO \$15,000.00 for presenting the SHOW. Payment shall include a deposit of \$7,500.00, due with signed contract. Remainder shall be on date of SHOW.

XIV. **TAXES:** CUSTOMER shall be responsible for all sales taxes, if applicable.

All terms and conditions set forth on any addendum attached to this AGREEMENT are made part of this AGREEMENT and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IMPACT PYRO, INC.

Signature: _____ Date: _____
Joey Bassham, CEO

CUSTOMER

Signature: _____ Date: _____

Printed Name and
Title of CUSTOMER
Representative

Signatory acknowledges full authority to execute contract on behalf of CUSTOMER

WARRANTY EXCLUSIONS

IMPACT PYRO
P.O. BOX 989
GOODLETTSVILLE, TN 37070

CONTRACT AGREEMENT

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or product shall be, or be deemed to be, a warranty by IMPACT PYRO for any purpose, nor give rise to any liability or obligation of IMPACT PYRO whatsoever.

IN NO EVENT SHALL IMPACT PYRO BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ADDENDUM
(If applicable)



P.O. Box 989
Goodlettsville, TN 37070
615.423.0296
impactpyro.com

December 23, 2022

Anthony Clark
Director of Parks and Recreation
Town of Ashland City
233 Tennessee Waltz Parkway, Suite 103
Ashland City, TN 37015

Mr. Clark, please see below for proposed shell count for your fireworks display to be held on June 10, 2023. Please note that proposal offer (230610-ASHLANDCITY-1.3) is based on availability at time of acceptance of offer.

Proposed Display Options

BUDGET / DISPLAY OVERVIEW

\$15,000 – Aerial display consisting of shells up to 6” in diameter. Show duration approximately 15 minutes. Minimum shell count is as follows:

- 3” – 420 min
- 4” – 120 min
- 5” – 72 min
- 6” – 54 min

Summary

Display will feature an opening segment, main body, and a spectacular grand finale. The display will be custom designed, pre-scripted and can be choreographed to music at the customer’s request (Impact Pyro will prepare a custom track for the display). Impact Pyro will provide all necessary racks and display equipment, electrical firing system, and required electrical matches to fire the show. Customer will provide a deposit of 50% with the signed contract and will pay the remainder of the fee on or before the day of the display. Display will be in accordance with NFPA 1123 standards and includes all products, insurance, permitting fees, transportation of equipment and products to the display site, labor and professional services. Customer is responsible for any required security, sound system, and applicable taxes.

Our credentials and references are available upon request. Please let me know if you have any questions or if I can be of further assistance. Thank you.

Sincerely,

Joey Bassham
CEO
joey@impactpyro.com

The information contained in this document is intended for the addressee and other related officials and employees only.

Thank you.

RIDES AND CONCESSIONS AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY
RIVERVIEW, FL 33579

William Purdy, President

612-801-2712

Memorandum of Agreement

Town of Ashland City

(also referred to as Carnival)

1. This contract made and entered into this, the 20th day of December, A.D., 2022 by and between Amusement Attractions, Party of the first part and Ashland City Summer Fest of Tennessee party of the second part.
2. Witness: - That for and in consideration of the sum of one dollar in hand paid to each other, the receipt of which in herein acknowledged, and other good valuable consideration hereinafter set forth, both parties aforesaid bind themselves as follows: -
3. That part of the first part agrees to present their company consisting of high class pay shows, riding devices, concessions, etc., to the city of Ashland City, TN for the period of 5 days and nights commencing for the June 6th-10th, 2023, June 4th-8th, 2024, June 3rd-7th, 2025 dates inclusive. The party of the first part is also to furnish tickets. The party of the second part to provide a suitable location of grounds, known as Riverbulf Park in Ashland City, TN
4. That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
5. Carnival is to have and hold the exclusive on rides and shows during the life of this contract. Carnival will not enter into any sublet to assignment agreement for the duration and performance of this contract without the express permission of the Fair board.
6. Carnival will furnish the fair a certificate of insurance showing the fair as additional insured, or the owner or lessee of any premises used by named insured, but only with respect to accident arising out of business relative to carnival.
7. Carnival agrees to personnel policy in effect that includes background checks and drug testing on all employees. Carnival also agrees not to hire any employees that have a criminal record relating to any type of crimes that were sexual in nature.
8. That: Party of the first part shall have the exclusive on all rides and games, unless otherwise stated herein, during the life of this contract.
 - a. Amusement Attractions will pay 250% of ticket box revenue and will provide accounting record of said fees to the records office
 - b. All armbands will be \$25 and each armband will have a \$5 free credit on them.
 - c. ~~Parks and Recreation~~ will provide restroom facilities, trash dumpster, and water connection.
 - d. Amusement Attractions will provide an insurance certificate to the Town of Ashland City, Tn PO Box 36 Ashland City, TN 37015 with a minimum of _____
 - e. Amusement Attractions will provide 15-21 rides and 15-21 concessions
 - f. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - g. Amusement Attractions will provide 150 Wristbands to the town of Ashland City for use by the employees at no cost.
9. That it is mutually agreed by both parties hereto that there is no other contract or promise, either written or verbal existing between them, and that this contract is subject to the approval of the above-named shows, either by wire or letter.
10. In case of sickness or death the performer, then the party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic, or unforeseen occurrence over which the party of the first cannot control, then they are not to be held for damages by party of the second part.
11. This contract entered into signed in duplicate in the City of Riverview of Florida, this the 20th day of December A.D, 2022 by the dually authorized representatives of the parties here to.

the town of Ashland City

Town of Ashland City

the town of AC.

Town of Ashland City

the first part of in the city of Ashland City, TN on this the ___ day of ___, 2023 by the dually authorized representatives of the parties of the second part.

AMUSEMENT ATTRACTIONS.

By _____
Party of the first part
Organization

By _____
Party of the Second Part

By _____

SENIOR CENTER AT ASHLAND CITY LEASE AGREEMENT FRIDAY NIGHT DANCE

This lease agreement is for rental of the Senior Center at Ashland City for Friday night dances. This lease agreement is for 6 months beginning Friday, January 13th, 2023 through July 7th, 2023. The purpose of the rental is to provide a non-alcoholic dance venue open to the public. The Senior Center at Ashland City will be referred to as the lessor and Barry Brake will be referred to as the lessee. The following terms and conditions are stated below:

1. Rental cost of the property is \$25.00 per month. Payment will be made to the lessor prior to the 30th of each month for the duration of the term lease.
2. All admission fees and band tips will be retained by the lessee.
3. Lessor will have the rental space ready and available for operation to lessee by 5:00 pm each Friday. This entails a clean facility including stocked and ready restrooms with chairs in place for the evening's event according to lessee's specifications.
4. Hours of operation will be from 7:00 pm to 10:00 pm. Doors will open at 6:00 pm and close by 11:00 pm.
5. Patrons 12 years of age and older will be allowed to attend the event but must be accompanied by an adult at all times. Children under 18 are not permitted to use the pool tables or shuffleboard table.
6. Lessee will provide a liability insurance policy in the amount of (TBD). A copy of the policy will be provided to the lessor.
7. Lessee will be provided a cooler of ice from the ice machine and may have use of the coffee pot. Lessee will be responsible for clean-up of said equipment. Food, drinks, and disposable supplies will be provided by lessee.
8. Lessee may store concession items (paper products only) at the facility. Lessee items will be labeled.
9. Lessee will be provided a key to the facility for band set up. Lessee is responsible for turning off all lights and locking all doors of the facility per instructions provided by the lessor upon closing the center at the end of each dance.
10. Lessee will ensure cleanup of the facility after each event to include putting away extra chairs on rack, sweeping used areas, mopping up any spills, cleaning any tables used and disposal of all trash into the outside dumpster.
11. Lessor will make no changes to the facility.
12. Lessor and lessee will each have the option to renew or cancel said lease agreement with a 30-day written notice.

Gena Batts – Director Date

Barry Brake – Lessee Date



Quoted By: Jordan Marcotte
 Quote Expiration: 06/19/23
 Quote Name: Tyler Payments Credit Card Readers

Sales Quotation For:

Town of Ashland City
 101 Court St
 Ashland City TN 37015
 Gayle Bowman
 +1 (615) 792-4211,,5222
 GBowman@ashlandcitytn.gov

+1 (615) 792-4211,,5222

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	3	\$ 0	\$ 0	\$ 540
Payments EMV Card Reader Purchase	3	\$ 529	\$ 1,587	\$ 0
TOTAL:			\$ 1,587	\$ 540

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 1,587	\$ 540
Total Tyler Services		
Summary Total	\$ 1,587	\$ 540
Contract Total	\$ 2,127	

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY AMENDING THE WATER AND SEWER DEPARTMENT RULES AND REGULATIONS FOR UTILITY USERS WITH THE TOWN OF ASHLAND CITY

Town of Ashland City
Water and Sewer Department
Rules and Regulations

The Town of Ashland City will provide utility services to all qualified customers in the Ashland City service area. These rules and regulations are written to ensure understanding by all Town of Ashland City customers that desire utility service.

1. **Application for service:** Each prospective customer desiring utility service is required to complete and sign an "Application for Service" form. ~~Two (2) identifications are required, with one being the customer's Social Security card~~ A valid state issued ID is required. Applications received before 12:00 noon will receive service by 4:00 p.m. of the same working day. Applications received after 12:00 noon will receive service by 12:00 noon of the next working day. Although this procedure will be followed as closely as possible, occasions may occur that require a variation from the regular service policy.
2. **Service Charge:**
 - A. Service charges will be administered to all new customers, present customers transferring to a different location, customers desiring to change names on accounts, and contractors during construction process. Service charges must be paid before any utility service is supplied. ~~An additional fee will be charged for customers wishing to turn on service(s) after normal working hours.~~
 - B. Contractors ~~usage of a hydrometer~~ will not be charged for services that are not being used during construction if the utility account is in the construction company's name. ~~All services will be charged when the utility account is set up under the occupant's name.~~
3. **Customer's Service Standards:** All wiring, piping, and any other utility related connections must conform to the Utility Department's requirements; service lines and plumbing must be kept in good and workable condition; and accepted modern standards of National and Tennessee State Codes must be followed. For example, Contractors must have all water boxes and yokes to grade before service will be read into customer's name and known leaks must be repaired before service will be rendered by the City.
4. **Billing:**
 - A. Bills will be rendered monthly and shall be paid by the ~~30th~~ 20th of the month or service will be disconnected. FAILURE TO RECEIVE A BILL WILL NOT RELEASE CUSTOMER FROM PAYMENT OBLIGATION.
 - B. 60 days after account is closed if payment is not received this debt will be turned over to a Collection Agency.
5. **Discontinuance of Service by City Utilities:**
 - A. The utility may refuse to connect or may discontinue service for the violation of any of its rules and regulations or for making false applications or contracts by the customer.
 - B. Services will not be connected if a previous bill is owed the Utility. ~~A minimum of 75% (amount over \$200.00) has to be paid before services can be connected.~~
 - C. Services may also be discontinued to customer for the theft or destruction of any utility service or the appearance of theft device on the premises of customer or any form of tampering that

damages the utility service. Additional charges for tampering may be administered before service is restored.

6. **Cut-off for Non-payment:** The City Utilities requires payment in cash, money order, cashier's check, ~~Visa or Mastercard~~ debit or credit card when services have been discontinued for payment violation.
7. **Reconnection charge:** Whenever service has been discontinued by the City, as provided above, or a trip is made for the purpose of discontinuing service, a reconnection charge will be collected by the City before service is restored. A reconnection fee will be charged a customer when the cut-off leaves the Office with the customer's name on the list to disconnect. ~~An additional fee will be charged for reconnects for non-payment after 4:00 p.m.~~ Reconnect fee is stated on the reverse of bill. Reconnection by the customer is considered tampering with the meter and customer will be issued a court citation. ~~We do not offer after hours connection.~~
8. **Termination of Service by Customer:** Customers who wish to terminate service must give a one (1) day notice to that effect.
9. **Adjustments to Utility Service Accounts:** The city will make normal adjustments on customer accounts when routine errors occur. Other adjustments will be made on the following basis:
 - A. **Water leaks:** ~~Adjustments for leaks on the customer side of the meter will be limited to one billing period adjustment for any one (1) leak. Only one (1) water leak adjustment will be allowed in any twelve (12) month period. Adjustments will be considered ONLY if the leak caused the bill to be five (5) times an average bill. Adjustments will be regulated by City Ordinance. A signed plumber affidavit showing proof of repair will be required before any adjustment can be issued.~~ Leaks are covered by ServLine if you enroll in coverage.
 - B. **Sewer Leak:** ~~Adjustments: Sewer bills will be adjusted to an average annual bill when a leak occurs in the water system of the customer and the leak does not enter the sewer system. An example of this would be a pipe leak on the customer's property. Water leaks that enter into the sewer system, such as a faucet leak, will be adjusted on the same basis as a water leak. Sewer adjustments are also limited to two (2) consecutive billing periods per leak.~~ Leaks are covered by ServLine if you enroll in coverage.
 - C. **Swimming Pools:** There will be one (1) adjustment per calendar year for filling of swimming pools. The adjustment will be for sewer only and will not be adjusted below the average annual bill of the customer. The adjustment will be based on the capacity of water in gallons held by the pool.
10. **Bad Check Policy:** When financial institutions return checks to the City for insufficient funds or closed accounts the City will levy a service charge for the amount of the check and ~~require the check to be picked up by a specified date. Customers with insufficient fund checks will be allowed ten (10) days from notification to pick up before a service(s) is discontinued. Service(s) will be discontinued immediately on checks returned on accounts closed. (Bad check service charge is shown on reverse of bill.)~~ add it back to the account. A letter will be mailed, the account will be flagged, and service will be disconnected if the balance has not been paid by the 20th of the month.
11. Customers with a contractor or customer installed S.T.E.P. system will be required to pay a monthly maintenance fee. If the system requires other than routine maintenance due to grease in the system, the customer will be billed for the service.

In accordance with Title VI, we do not discriminate based on race, color, or national origin in Federal or State Programs.

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

Adopted this _____ day of _____, 20____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2023-

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

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

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

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

Adopted this _____ day of _____, 20____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

PROTECTIVE FOOTWEAR

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

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

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY AMENDING THE IT POLICY**

WHEREAS, the City Council for the Town of Ashland City has established an IT Policy by Resolution 2021-30; and

WHEREAS, the IT Policy shall be amended with the attached changes.

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

Approved this _____ day of _____, 20____.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

Information Technology (IT) Policy

Information Technology Citywide Technology Standards

This policy provides procedures, standards, and guidelines to plan for, acquire, implement, and manage the City's computer systems. To satisfy that intent, rules have been formulated to ensure that information resources fit together in a citywide system capable of providing ready access to information, computing, and communication resources. This policy and related information technology standards apply to hardware and software acquired and/or developed by all departments. While every attempt is made to respect the privacy of our users, general usage is monitored in order to detect unauthorized access and illegal activities. When illegal or inappropriate activities are suspected, users' files may be inspected. Anyone making use of this computer system expressly consents to such monitoring and is advised that evidence of criminal activity may be provided to law enforcement officials. The development of a citywide computer system requires the establishment of technical standards based upon international industry standards to the maximum extent possible. Information Technology is responsible for establishing, updating, and communicating the City's Information Technology Standards. The City's dependence on computer technology requires policies and procedures to provide adequate protection for these resources. For these reasons, internal procedures will address security for standalone and shared computer resources. All City Departments will apply the Information Technology adopted Information Technology Policies and standards to all procurement and application development projects to the maximum extent possible. Exemption Process Occasionally, departments may have special conditions or extraordinary requirements that prevent them from conforming to a standard. Department managers may request an exemption from the Information Technology Department.

IT Mission

To provide innovative and secure technology serving the city government and its residents.

IT Vision

Connecting employees and citizens using efficient, leading-edge technology to promote enhanced government services.

IT Values

- Accountability
- Teamwork & Coordination
- Confidentiality & Privacy
- Adaptability & Flexibility
- Achievement & Excellence

- Creativity & Innovation
- Respect
- Hard Work & Effort
- Customer – Focused

Responsibilities of the Department of Information Technology

- The information technology (IT) department shall be responsible for maintaining, installing, upgrading, and supporting all information technology hardware, software, and online systems; providing internet security; backing up data; researching and providing technical expertise for information technology-related issues.
- The IT department shall provide services to all departments of the city.

Powers and duties of the Department of Information Technology

- Manage and coordinate internal information technology systems and data processing functions.
- Coordinate the acquisition, development, and implementation of computer applications, and recommend changes and improvements to operations and programming.
- Direct the design, coordination, and operation of the local and wide area network and the evaluation and implementation of computers through out the city.
- Develop and operate automated information systems for the purpose of providing efficient data handling.
- Coordinate with departments, recommend and establish policies, procedures, and standards for the development of the City’s technology operations, subject to the approval of the Council.
- To provide leadership to the city council, Mayor, and directors on the alignment of technology with city initiatives, planning priorities, policy, and strategic objectives.

Acquisition of Technology Resources

No City Department Head or employee shall acquire, through purchase, lease or any form of contract, any information technology resources for the City except through, in coordination with, or in accordance with, policies, guidelines, standards, and procedures established by the Technology Department and subject to approval by Council.

Guidelines for Technology Policy

- No one shall use any City computer or network facility for non-City business without proper authorization.
- No one shall connect any computers or equipment to City’s network unless approved by Information Technology

- No one shall download, copy or install any software that violates copyright or licensing agreements.
- Games are prohibited on ALL City computers.
- No one shall use City E-mail for personal correspondence.
- No one shall give any passwords for any City computer to any unauthorized person, nor obtain any other person's password.
- No one shall misrepresent his or her identity or relationship to the city when on the Internet or E-mailing.
- City personnel may use the Internet for personal use while on breaks or as permitted by their Department Head.
- No one shall attempt to gain unauthorized access to other users' files or systems.
- Users shall not use any other e-mail services on City-owned computers other than those provided by Information Technology.
- **The use of TikTok on any City issued device or any personal device on the City's network is prohibited and has been banned by the State of Tennessee on any state issued device.**

City computers and network facilities comprise all computers owned or administered by the Town of Ashland City that are connected to the City's communication facilities, including departmental computers, mobile devices, and voice over IP telephones, and also the City's computer network facilities accessed by anyone from anywhere. Some exclusions apply to the City's guest network as it is open to everyone.

Violations of these policies incur the same types of disciplinary measures as violations of other City policies or state or federal laws, including criminal prosecution in serious cases.

(A) No one shall use any City computer or network facility without proper authorization. No one shall assist in, encourage, or conceal from authorities any unauthorized use, or attempt at unauthorized use, of any of the City's computers or network facilities. Comment: Computers and networks are just like any other City facilities – they are to be used only by people who have permission. Using a computer without permission is theft of services and is illegal under state and federal laws.

(B) No one shall knowingly endanger the security of any City Computer or network facility, nor willfully interfere with others' authorized computer usage. Comment: Many of the other regulations given here deal with specific acts of this kind. You should not assume that other malicious acts or deliberate security violations are permissible merely because there is no specific rule against them.

(C) No one shall use the City's communication facilities to attempt unauthorized use, nor to interfere with others' legitimate use, of any computer or network facility anywhere. Comments: State and federal laws forbid malicious disruption of computers. Town of Ashland City does not tolerate individuals who invade others' privacy, steal computer services, or commit misrepresentation or fraud; nor pranksters who attempt to disrupt computers or network facilities for any other purpose. The mere lack of security

measures does not mean that a computer is open to anyone who wishes to use it. The same goes for unauthorized use of communication paths.

(D) No one shall connect any computer or device to any of the City's networks unless it meets technical and security standards and is specifically approved by Information Technology. Comments: The applicable requirements depend on what kind of connection is being made. For example, connecting to the citywide network requires special authorization, because one improperly configured machine on a network can cause widespread disruption.

(E) All users shall share computing resources in accordance with policies set for the computers involved, giving priority to more important work and cooperating with other users of the same equipment. Comments: If you need an unusual amount of disk space, CPU time, or other resources, check with the administrators in charge of the computer rather than risk disrupting others' work. When resources are tight, work that is necessary to the City's mission must take priority over computing that is done to pursue personal interest or self-training on side topics. Also, no matter how important your work may be, you are only entitled to one person's fair share of the machine unless additional resources are available and appropriate permission has been granted. Priorities for any particular machine are set by the administrators in charge of it in consultation with the user community. Obtaining extra computer resources through any form of deception (e.g., secretly opening multiple accounts, misrepresenting the nature of your work, or the like) is strictly prohibited.

(F) No one without specific authorization shall use any City Computer or network facility for noncity business. Comments: By law, the city can only provide computer services for its own work, not for private use. In this respect the City's computers are different from those owned by colleges or corporations. It is improper to use the City's computers for political campaigns, fund-raising, commercial enterprises, mass mailings, or other outside activities that have not been granted the use of the City's facilities. Do not store personal files, including but not limited to, pictures, documents, and music on City computers. The Information Technology Department reserves the right to remove personal files from City computers. You should be aware that the ability to use a computer and/or service does not constitute permission or authorization. If you have questions, contact your supervisor or someone from the Information Technology Department.

(G) No one shall give any password for any City computer or network facility to any unauthorized person, nor obtain any other person's password by any unauthorized means whatsoever. No one except the System or LAN Administrators in charge of a computer is authorized to issue passwords for that computer. Comments: Giving your password to an unauthorized person can be a crime under Tennessee law. The criterion is not whether you trust them, but whether the city has authorized them. Passwords protect the City's network, not just the individual machines to which they apply. The city insists that each account be used only by the person to whom it belongs, so that if problems are detected or abuse is alleged, the responsible person can be identified. If a department cannot keep passwords secure, it cannot connect its machines to the citywide network. In general, you should never share your password with anyone else. Likewise, you must never use or disclose a password

that was given to you improperly. Do not store the password for one computer in another computer. It is easy for anyone to walk up to your personal computer and retrieve passwords that are stored in it or written on paper around the computer. Passwords must be changed every 90 days. You are responsible for choosing a secure password. Don't use names, nicknames, phone numbers, or recognizable words in any language, because some people guess passwords by automatically trying every word in a large dictionary. A strong password should include upper- and lower-case letters, numbers, and/or symbols. Also, a phrase such as "57ityMwb" is a good password, and it's easy to remember because it stands for "57 is the year Michael was born." Your password is secret. System or LAN administrators will not typically ask you for it. The computer will never ask you to type it unless you are logging in or changing your password. Beware of computer programs that ask you to "log in again" or type your password at any other time; they are likely to be scams. (There are rare exceptions on some computers; check with your system manager. If anything, that you don't understand ever happens after you type your password, then change your password immediately.) In some situations, the city authorizes more than one person to a single account, but this is seldom the best way to conduct collaborative work. Instead, use file sharing, groups, and related features of the system you are using. Email can be redirected automatically to an assistant, who can then forward it to you using a separate mailbox.

(H) No one shall misrepresent his or her identity or relationship to the City when obtaining or using City computer or network privileges. Comments: Naturally, you must not claim to be someone else, nor claim to have a different relationship to the city than you actually do, when obtaining a computer account or access to a lab. You must not falsify your name, address, email address, or affiliation when sending email or other messages from a city computer. Doing so can be illegal as well as being an unacceptable use of the City's facilities. On some systems, there are ways to post messages without revealing your name and address. Anonymous communication is permissible when there is a legitimate need for additional privacy. It is not a cover for fraudulent or obnoxious behavior, and in cases of abuse, anonymous messages may be traced to their source. Deceptive communication, in which you claim to be some other specific person, is never permitted. You can create confusion, and possibly violate trademark law, by using someone else's trademark as your name on the internet.

(I) No one without specific authorization shall read, alter, or delete any other person's computer files or electronic mail. This rule applies regardless of whether the operating system of the computer permits these acts. Comments: Do not try to guess or steal other people's passwords, or read their files, even if the computer permits this.

(J) No one shall download, copy, install, or use any software or data files in violation of applicable copyrights or licensing agreements. Comments: This rule forbids making unauthorized copies, for use elsewhere, of software residing on the City's computers. It also forbids installing or downloading ANY games or using pirated software on City computers. Unauthorized copying is usually a violation of federal copyright law. Some software is "site licensed" and can be used on any City computer. (The terms of various site licenses differ.) Some software is genuinely free; the author allows everyone to use it free of

charge. Before copying software, be sure what you are doing is legal, and consult people who have full information. If strangers show up at your computer site saying they are there to check software licenses, you should immediately contact Information Technology and your administrative superiors. Software licenses do not normally authorize these surprise inspections, and there is a substantial risk that the “inspectors” are not legitimate.

(K) No one shall create, install, or knowingly distribute a computer virus, “Trojan Horse,” or other surreptitiously destructive program on any City computer or network facility, regardless of whether any demonstrable harm results. Comments: A virus is a hidden computer program that secretly copies itself onto users’ disks, often damaging data. A Trojan horse is a program with a hidden, destructive function, or a program designed to trick users into revealing confidential information such as passwords. Even when the harm done by programs of these types is not readily evident, they confuse beginning computer users, degrade CPU performance, and waste the time of system managers who must remove them.

(L) No one without proper authorization shall modify or reconfigure the software or hardware of any City computer or network facility. Comments: Do not modify the hardware, operating system, or application software of a city computer unless someone has given you explicit permission to do so from Information Technology. The other users with whom you share the machine, and the technician on whom you rely for support, are expecting to find it set up exactly the way they left it. City personnel shall adhere to the software license agreement provided with each software product purchased. Only city owned software shall reside on City owned computers. Authorized evaluation software may be permitted for a fixed period of time. Software is copyright protected in the same manner as other media such as records, books, and film. The fact that software is so easy to copy does not legitimize its duplication. The City will purchase and track the requisite number of licenses and use all commercial software in accordance with licensing agreements.

- The following procedures shall be followed to ensure adherence to software licensing agreements:
 1. Software may be loaded onto City computers only if (1) it is licensed by the City, or (2) it is licensed to an employee of the City and IT, or Department Head has approved its use.
 2. Users are responsible for ensuring that backups of critical data files are made. Users may contact Information Technology for assistance with backups.
 3. Configuration of each workstation shall be determined first by citywide policy and then departmental policy. Only within those parameters is personal preference to be exercised. Information Technology personnel may reconfigure systems and delete unauthorized software and data. Any exceptions, which have been authorized, should be noted in a file.
 4. Computers or terminals shall not be left unattended in a state, which affords unauthorized access to records that compromises security.

(M) Users shall not place confidential information in computers without protecting it appropriately. The city cannot guarantee the privacy of computer files, electronic mail, or other information stored or transmitted by computer unless special arrangements are made. Comments: Due to the nature of most e-mail systems, the physical security of messages cannot be guaranteed. As with voice mail and fax, e-mail systems transmit information through wires or through the airwaves. Because there is a security risk in the use of e-mail, it is suggested that care be taken when transmitting sensitive and non-public data through e-mail. Depending on the content, there may be times when e-mail is not the appropriate vehicle to send a message. The contents of the message determine whether the message is public or non-public. Remember that public data is accessible to the public.

Example uses of e-mail that will not be tolerated:

- Illegal activities
- Wagering, betting, or selling chances
- Harassment
- Fundraising, except for agency-sanctioned activities
- Commercial activities
- Other unethical activities

Since the e-mail messages are City records, you should be aware that department heads have the right to access them at any time with the assistance of the Information Technology department. However, the content of e-mail messages is not routinely monitored or disclosed. Monitoring or disclosure may occur under subpoena or other legal actions, in connection with charges of improper or illegal actions by an individual, unexpected absence of an employee, disciplinary proceedings against an employee, and other appropriate business or technical reasons. Problems or issues regarding agency e-mail should be directed to the Information Technology Director and/or department heads. Ordinary electronic mail is not private. Do not use it to transmit computer passwords, credit card numbers, personally identifiable information (PII) or information that would be damaging if made public. Bear in mind that some records are required by law and by City policy, to be kept confidential. It is also necessary to protect confidential information about employees. The city will normally respect your privacy but cannot guarantee it absolutely. There are many ways a normally private file can end up being read by others. If email is misaddressed, it may go to one or more recipients who will read it and try to correct the address. For your own protection, system administrators will often look at unusual activity to make sure your account hasn't fallen victim to an attack. Encryption is available for portable devices and email. Contact the Information Technology department for more information. The Tennessee Open Record Act applies to information stored in computers. This act gives citizens the right to obtain copies of "public records" as defined by state law. Requests for public records must be made through proper administrative channels. If you are using personal email to conduct City business, your personal email would become subject to public record requests. If you have a concern regarding any possible violation of the above rules by anyone, please forward the message with your complaint to Amartin@ashlandcitytn.gov.

(N) Users shall take full responsibility for messages that they transmit through the City's computers and network facilities. No one shall use the City's computers to transmit fraudulent, defamatory, harassing, obscene, or threatening messages, or any communications prohibited by law. Comments: Electronic mail (e-mail) is an authorized and recommended method of inter and

intradepartmental communications. All City personnel who are assigned an individual e-mail address shall become proficient in the use of the e-mail system. Personnel that have been assigned an individual email address should check incoming messages in a timely manner each workday. All personnel should respond to e-mail, which requires a response, in a timely manner. Any use of technology provided by the City is considered to be public record and may be subject to public disclosure and/or review by authorized city managers in accordance with applicable law. Personnel should understand that they have no legitimate expectation of privacy with regard to any use of technology provided for their use by the city (including but not limited to email, text messaging, internet usage, and telephone/cell phone usage). Never send or keep anything that you would mind seeing on the evening news or being subject to public disclosure. Routine back up of electronic mail will occur as part of the system maintenance. You have exactly the same responsibilities on the computer network as when using other forms of communication. You must obey laws against fraud, defamation, harassment, obscenity, solicitation of illegal acts, threatening or inciting violence, and the like. Bear in mind that uninvited amorous or sexual messages are likely to be construed as harassment. If you are bothered by uninvited email, ask the sender to stop, and then, if necessary, consult your system administrator. Use of the computers to circulate chain letters and pyramid schemes is not permitted. If someone says, "Forward a copy of this to everyone you know on the Internet," don't. Such messages often contain misunderstood or outdated information, or even outright hoaxes. Even when the information is legitimate, chain forwarding is a needlessly expensive way to distribute it. Never participate in schemes to deliberately flood a computer with excessive amounts of email. "Mail bombing" can incapacitate a whole computer or even a whole subnetwork, not just the intended victim. It is considered good practice to use your real name, rather than a nickname or pseudonym, in the headers of all outgoing communications. Use of nicknames is often interpreted as a sign of immaturity or an indication that you are not taking full responsibility for what you are sending out. All users should be aware that there is no guarantee that electronic mail actually came from the person or site indicated in it. Deceptive electronic mail is easy to fake, including the technical information in the header. Doing so is of course prohibited and is in many cases against the law. Hoaxes, pranks, and con games are common on the Internet. Be on the lookout for misguided "warnings" (about computer viruses, impending legislation, etc.) and false appeals for charity (usually involving dying children). If you get a message that spurs you to take immediate action, it is very likely to be a hoax, even if the person who passed it along to you was perfectly sincere. Also, genuine appeals that are several years old are still circulating as if they were current. Rather than spreading the appeal or "warning", post a question to the Information Technology department. Use prudent caution when sending out any messages that appears to be an official communication from the city. If the header identifies your message as coming from an administrative office or from the office of someone other than yourself (e.g., "City Clerk"), recipients will presume that you are speaking for that office or person. It is important to distinguish actions taken to punish a person from actions taken to protect a system. If your account appears to have been misused or broken into, your system administrator will inactivate it and contact you or wait to hear from you. This is done to stop the misuse and does not presume that you are the guilty person; you can expect to have your privileges reinstated right away, with new password, as soon as you identify yourself and indicate willingness to follow the rules. Thus, you can resume using the computer while investigation of the incident continues.

(O) Those who publish World Wide Web pages or similar information resources on City computers shall take full responsibility for what they publish; shall respect the acceptable-use conditions for the computer on which the material resides; shall obey all applicable laws; and shall not publish

commercial advertisements. References and links to commercial sites, advertisements, and especially paid advertisements, are not permitted. Users shall not accept payments, discounts, free merchandise or services, or any other remuneration in return for placing anything on their web pages or similar facilities. Comments: All Internet users are expected to be responsible cyber-citizens. That means knowing the tools, rules and etiquette and behaving accordingly. This includes the selection of materials to post; posts should reflect well on the City and not violate anyone's trust or copyright laws. The viewing, downloading or printing of pornography is strictly prohibited. Any personnel caught viewing, downloading or printing pornography may be subject to MAJOR disciplinary action. Personnel are encouraged to use Internet for research, education, and communications, provided it is for City related business. Personnel shall not use the Internet for non-city business use while on City time. City personnel are not permitted to use the Internet or wide area network services for any illegal purpose. This includes unauthorized access to protected resources for the city. Transmitting unprofessional communications or using City resources for unsolicited advertising for personal gain is strictly prohibited. The information technology department uses network equipment to block access to specific parts of the Internet that by definition have no valid use normally here at the Town of Ashland City. Examples of these areas include pornography, gambling and streaming media. If you find that in the course of your job that you need access to these web sites, your department manager should submit a request to human resources to request access. Human Resources will approve the request and submit a help desk ticket to information technology to grant the requested access. Web pages on the City's network are subject to the same rules as other uses of the same facilities. Different City computers are set up for different purposes; System administrators can advise about what is permitted at any particular site. Only Town of Ashland City Departments are allowed to have pages hosted on the City's computer systems. Furthermore, only links to government agencies will be allowed on the City's web page(s) unless other links are specifically approved by Information Technology. When you publish something on the World Wide Web, you are putting it before a potential audience of millions. You have the same responsibilities as if you were publishing a newspaper. If the content is libelous or deceptive, people can sue you and you can be held personally liable. Since there are laws against distributing obscene material (not just creating it), a link to an obscene web site can be a violation of the law. This is true regardless of the status of the Communications Decency Act or other new laws that specifically mention computers. You are not allowed to view any material that is sexually explicit or obscene. Additionally, the City's sexual harassment policy prohibits you from displaying sexually explicit material, which interferes with anyone's work or personal performance or creates an intimidating, hostile, or offensive environment. If you want to reproduce copyrighted pictures, cartoons, or comic strips on your web page, you must have the copyright owner's permission. It is not sufficient to reproduce the owner's copyright notice; you must actually obtain permission for yourself. Brief textual quotations do not always require permission as long as the source is acknowledged and you are not reproducing a complete work (poem, essay, etc.). You must not accept payments, discounts, or anything of value in return for placing anything on your web page. The City's disk space and communication capacity are not yours to sell. This applies to all computers directly connected to the City's network, even if they are privately owned.

(P) Users shall not utilize any electronic mail services other than those maintained by Town of Ashland City's Information Technology Department. Comments: You are prohibited from using other mail services such as AOL, Yahoo™, Hotmail, MSN, etc. on City computers. These types of servers cause several problems including (but not limited to) a lack of security and increased bandwidth usage.

(Q) Data which is exempted from disclosure under the Freedom of Information Act (Public law 93-502) or whose disclosure is forbidden by the Privacy Act (Public law 93-579) will not be transmitted over the Internet network unless encrypted. Comments: Logon Ids and passwords are frequently classified as sensitive information.

(R) Users shall not store City data on personal online storage accounts. Comments: User data belongs to the City and shall only be stored on City approved servers and cloud solutions.

(S) Users shall report any suspicious activity to the Information Technology department immediately. Comments: Users should call the Information Technology department immediately. Users should then notify their supervisors of the suspicious activity. New state and federal laws concerning computer abuse continue to be passed, and important court decisions occur frequently. For up-to-date guidance about specific questions, consult the Information Technology Department

Computer Usage (Possible Employee Misuse)

Purpose

In order to ensure that Town of Ashland City work rules and procedures are being followed, a department head or Human Resources may need to review the use of a computer or the network (including the Internet) at the Town of Ashland City. This policy provides a process by which IT is authorized to monitor and report the use of City computers and files stored on any computer or server on the network and the Internet.

Policy

IT will not initiate the monitoring of the usage of any computer on the Town of Ashland City network without the authorization as described below.

- Any request under this policy will be kept confidential by the IT department.
- To request the monitoring of the usage of a Town of Ashland City computer, the department head and HR director will jointly contact IT. The request will include the beginning and ending date for the requested monitoring.
- To request access to an employee's email, a date range or keywords should be provided. If the employee email access is for a department head, the HR director or the mayor can initiate the request.
- To request access to an employee's files stored on the network, the department head will contact IT. If the employee file access is for a department head, the HR director or the mayor can initiate the request. IT will provide access to the employee's files for the department head.

Email Signature

All emails should be signed with employee first and last name, job title, department name, town name and logo. And all emails should have the following disclaimer:

Disclaimer: This electronic message may contain information that is CONFIDENTIAL or legally privileged. It is intended only for the use of the individual(s) and entity named in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from your computer. Do not deliver, distribute, or copy this message and do not disclose its contents or take any action in reliance on the information it contains.

IT Ticketing

All employees must submit an IT ticket through the Freshdesk Support Portal in order to receive technical support or assistance. The IT department receives a high volume of requests from all departments daily and in order to be efficient and productive, this will be the most effective way to track all incoming requests.

As an employee of the Town of Ashland City, I certify that I have read and understand the IT Policy. I agree to abide by the policy.

Employee

Date

Human Resources

Date

TOWN OF ASHLAND CITY
 CONTRACT 321: WASTEWATER TREATMENT PLANT
 BID DATE: 12/1/2022
 BID TIME: 11:00 A.M. , C.S.T.

Name	Company	Phone/ Email
Khaleb Huling	LEL	khuling@cecinc.com
Ricky Oakley	CEC	roakley@cecinc.com
Brian Stinson	Town of A.C.	bstinson@ashlandcitytn.gov
Billy Harris	Town of A.C.	bharris@ashlandcitytn.gov
Steve Lewis	W&O Const.	bids@woce.com
Mark Goulet	T NEMEC / XYPEX	mark@nexgen-cr.com
Josh Yoder	Reeves Young	jyoder@reevesyoung.com
J. J. Smith	Mayor	jtsmith@ashlandcitytn.gov
Neal Westerman	CEC	nw@westerman@cecinc.com
Dafne Bowman	Town of AC Financial Director	gbowman@ashlandcitytn.gov

TOWN OF ASHLAND CITY

CONTRACT 321 – WASTEWATER TREATMENT PLANT

BID DATE AND TIME: DECEMBER 1, 2022; 11:00 AM

Bidder	Total Base Bid	Pre-Approved Manufacturers					
		Influent LS Screen	Septage Receiving Station	Plant Pumping Station	Digester Aeration System	Chem Feed Pumping	System Integration
Haren Construction Co., Inc. TN License 2260							
MEB General Contractors, Inc. TN License 76648							
Quinn Construction Corp. TN License 13678							
Reeves Young, LLC TN License 70709	\$30,745,000.00	Vulcan	JWC	Flite	Sanitare	Watson Marlow	M.R. systems
Smith Contractors, Inc. TN License 27927							
W & O Construction Co., Inc. TN License 8039	\$31,623,500.00	Vulcan	JWC	Flite	SSI	Watson Marlow	M.R. Systems