

TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting February 11, 2025, 6:00 PM Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

PUBLIC HEARING

1. Advertisement for the Rezone Ordinance # 633

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. January 14, 2025, Regular City Council Meeting Minutes

PUBLIC FORUM

REPORTS

3. ATTORNEY: Jennifer Noe

UNFINISHED BUSINESS

- 4. ORDINANCE 633: Rezone Elizabeth and Willow Street (Amendment) 2ND Reading
- 5. RESOLUTION 2025-05: Municipal Judge Job Description
- 6. Sign Proposals for city hall: Request cost from the Contingency Funds from USDA

NEW BUSINESS

- Award the Luxury Flooring Bid
- 8. RESOLUTION 2025-06: Senior Center Closing April 9, 2025, to host GNRC Conference
- 9. RESOLUTION 2025-11: Request to apply for Project Diabetes Thrive 55
- 10. TCRS hazardous duty Supplemental Retirement Benefit
- 11. U.S. Geological Joint Funding Agreement
- 12. Traffic Court Contract Defensive Driving Course Joseph Nick Hunter
- 13. Ashland City Fire and New Channel 5 contract
- 14. RESOLUTION 2025-07: VFEAT Grant-State Fire Marshal's Office Firefighter PPE -\$35,160.00
- 15. RESOLUTION 2025-08: Update Bereavement Leave Policy
- 16. RESOLUTION 2025-09: Update Ashland City Dress Code Policy
- 17. RESOLUTION 2025-10: Update Children in the Workplace Policy
- 18. Drug Free Workplace Program
- 19. RESOLUTION 2025-12: Bicentennial Trail Grant Acceptance Letter
- 20. Firework Bids Choose award of the bid
- 1. Laser Encore Inc Contract

SURPLUS PROPERTY NOMINATIONS EXPENDITURE REQUESTS 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.

PUBLIC NOTICE

The Mayor and the Council of the Town of Ashland City, Tennessee, will hold a public hearing on Tuesday February 11, 2025, at 6:00 PM.

 Rezone Parcel 020.00 and 021.00 of Cheatham County Tax Map 055c, Group F, Located at the corner of Willow Street and Elizabeth Street.



TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting January 14, 2025, 6:00 PM Minutes

CALL TO ORDER

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

ROLL CALL

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

PLEDGE AND PRAYER

Prayer was led by Councilman Adkins.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

- December 9,2024, Special Called Meeting Minutes
 A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the December 9, 2024, Special Called Meeting Minutes. All approved by voice vote.
- 2. December 10,2024, City Council Meeting Minutes
 A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to
 approve the December 10, 2024, City Council Meeting Minutes. All approved by voice vote.

PRESENTATION TO JUNIOR CUBS

Mayor Greer – Tonight we have a very special presentation. The Town of Ashland City is proud to announce the Junior Cubs 12 Football Team. The team completed the regular season with a record of 5-1. Winning against Greenbriar and the Nashville Royals in the Playoffs and winning against Springfield in the Championship Game to win the 2024 Superbowl.

AWARD THE TROPHIES FOR THE PARADE FLOATS

1st Place Trophy - Commercial - Jarrett Concrete - Representatives came to receive the trophy.

1st Place Trophy - Private - Ashland City Elementary School Cheer – Representatives came to receive the trophy.

People's Choice Trophy - Dr. Shoemaker Family Medicine – They were not able to come to receive the trophy so we will make sure to get it to them.

Mayor's Choice Trophy - Industrial Electrical Services – Mayor Greer stated that this was a very difficult choice because there were so many incredible Floats this year. He appreciates each one of the people that participated in the parade. He hopes that they will all come back next year, and the parade will be even bigger and even better. This year the mayor's choice goes to IES (Industrial Electrical Services). Representatives were present to accept the trophy.

PRESENTATION TO GOLDSTAR REALTY FOR SPONSORING THE SANTA CLAUS FLOAT EVERY YEAR

- Page 4 - | ITEM # 2.

The final award is a very special award. For many years Steve and Patty of Goldstar Realty have been the sponsors of the Parade and provided the Santa Float. It has always been a beautiful float, and it has been a real honor to have you as a part of the parade each year. We would like to present you with this trophy of appreciation. It says the Town of Ashland City proudly recognizes Goldstar Realty for bringing immense joy to our Town by hosting Santa Claus in the Christmas Parade. Your generosity brought excitement to our children who eagerly awaited Santa Claus each year. So, thank you very much for everything you have done for Ashland City.

PUBLIC FORUM

NONE

REPORTS

7. Attorney - Jennifer Noe – stated that she does not have anything that is not already on the agenda for the night.

UNFINISHED BUSINESS

NONE

NEW BUSINESS

- 8. Pitney Bowes Lease Agreement Contract for the Postage Machine A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the Pitney Bowes Lease Agreement. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Councilman Smith, Mayor Greer. Voting Nay: 0
- 9. Award of the Flooring Bid for Thrive 55 Center **Mary Molepske** explained that the Bids were compromised, and we will have to rebid the flooring. The new bid opening is January 28, 2025, and will close on February 10, 2025. The bids will be presented at the Council meeting on February 11, 2025.
 - Attorney Jennifer Noe Bid packet are picked up by interested parties in the front office. The packets are also turned back in to them. One of the sealed bid packets that was returned was actually given out to another interested bidder picking up a packet. The numbers were compromised. We did have the bid opening just to see if there was a lower bidder than the 2 people involved in that. Those were the 2 lowest bidders so there was an unfair advantage. She asked for a motion to reject all bids and put the flooring back out to bid again.

 A motion was made by Councilman Thompson, Seconded by Councilman Smith, to reject all bids and re-bid the flooring at Thrive 55 Senior Center. All approved by voice vote.
- 10. RESOLUTION 2025-01 Tech Goes Home Project Senior Center A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the Tech Goes Home Project. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Councilman Smith, Mayor Greer. Voting Nay: 0
- 11. RESOLUTION 2025-02: Town of Ashland City 2025 Board Meeting Schedule for the year A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Town of Ashland City Board Meeting schedule for the year 2025. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0
- 12. ORDINANCE 633: Rezone Elizabeth and Willow Street (Amendment) 1st Reading A motion was made by Councilman Adkins, Seconded by Councilman Thompson, to approve the Rezone of Elizabeth Street and Willow Street. Voting Yea: Councilman Adkins, Councilman Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the combined Board Meeting. All approved by voice vote.

- 14. CONTRACT: I am Responding Fire Department
 A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve
 the I am responding contract. Voting Yea: Councilman Thompson, Councilman Young,
 Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor
 Greer. Voting Nay: 0
- 15. RESOLUTION 2025-04 Municipal Court Appointing Temporary Judge
 A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the
 appointment of a temporary judge. Voting Yea: Councilman Smith, Councilman Thompson,
 Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor
 Greer. Voting Nay: 0
- 16. ORDINANCE 634: City owned vehicle accident Repair and Repayment Attorney Jennifer Noe stated that there is no need for a resolution as this is not a budget amendment. The money came in from the officer's insurance to pay for the repair of the squad car and it just needs to be moved back to the police budget to cover the payment to the auto body and it will wash itself out.

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve moving the funds back to Police budget. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

- 17. CDBG GRANT AMENDMENT \$286,600.00
 - A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve moving the funds back to Police budget. Voting Yea: Councilman Thompson, Councilwoman Binkley, Councilman Adkins, Councilman Smith, Councilman Young, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0
- 18. RESOLUTION 2025-05: Judge- Job Description Attorney Jennifer Noe explained when Judge Stinnett was elected, we were still under General Sessions jurisdiction. That ended June 30, 2024, and his term was an 8-year term which would end in 2030. The Council has the right to make an appointment to fill that position. Our charter and our ordinances state that the position can be filled until the end of that term. There is some state law that states something different. It says the appointment may only be until the next general election meaning we may have to have an election even without having General Sessions jurisdiction. The term was initially established when we had those in line. She is inquiring about the state law with the office of the courts to see how we need to handle that. Judge Maxey offered to help us with that until we can figure it out. She asked if they wanted to go ahead and approve the job description, she thinks it is fine to approve. Our Charter requires a person has to be 30 years of age and they do not have to be a resident of the Town of Ashland City but they have to be a resident of the State of Tennessee for a period of 5 years. We have an ordinance and a charter that reflect 2 different things, but the charter trumps the ordinance. They will have to be licensed as an attorney in the State of Tennessee, they have to be in good standing with the board of professional responsibility. They must be up front with the Council if they ed or license suspended.

Councilman Adkins asked about advertising for the position.

Attorney Noe stated that there is nothing stating we are required to advertise it but it is typically the position of the council to advertise the open position.

Mayor Greer asked: do we advertise on the Ashland City Web site and Facebook page and if we should go through the exchange as well.

Attorney Noe advised it is up to the board on how they want to advertise the position. She asked if they want to go ahead and advertise for the position or do they want to wait for clarification and address it at the next meeting in February.

Councilman Adkins and Councilman Thompson asked questions and spoke amongst each other about waiting until February Workshop to continue the discussion.

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to move the Judge discussion to the February Workshop. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Young, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0

19. City Hall Change Order - Monument Sign – Total \$ 55, 391.78 – **Vice Mayor Kerrigan** asked to discuss an email they received.

Attorney Jennifer Noe stated that she sent the Council the email to bring them all into the loop so they all we aware of everything happening with the new city hall. She said there is paperwork in the packet for them to review. She asked Allen Nicholson to come up and address the change orders in the packet. She addressed a different sign in November or December and Josh Wright brought some plans and presented them to the board. The board gave approval; however, she thinks the figures that were given were incorrect. The figures given were for the redesign of the sign and the electronic part of the sign. It did not include the brick around the sign or the electricity to power the sign or lighting. There was a lot of costs that were left out of the presentation. This sign is now going to cost \$ 55,391.78 not including the initial cost of the sign.

Vice Mayor Kerrigan stated that we are now looking at \$ 95,000 for a sign. He stated that he wants everyone to be aware of the cost of the sign to the taxpayer.

Councilman Adkins asked is it to late to do something else?

Allen Nicholson stated that the sign has been ordered. He and the Mayor clarified it is just the LED portion without any framing of the sign.

Vice Mayor Kerrigan stated that looking at the rendering of the Monument, he does not see anything worth \$55,000. He understands it costs money to run the electricity and there are fees that we don't think of with a project like this but there is not a lot of brick there and nothing that is crazy fancy. If we need to scale back, he suggests that we scale back and do what they need to do. It is a sign, and it is not a monument.

Allen Nicolson gave the cost of the Masonry, electrical, the lettering and the concrete for the monument sign.

Vice Mayor Kerrigan asked if we could take a look at the lettering also and determine if we need it that large and all the lighting on it. It is an electronic sign that is lit anyway. He wants it to look nice but also does not want the taxpayer paying close to \$100,000.00 for a sign. We were told it would be little to no additional cost. Now we are being made aware there is \$55,000.00 involved for a sign, we need to take a step back and look at it again.

Councilman Smith asked if we could defer this to the Workshop in February and have him come in and explain the additional costs.

Allen Nicholson pointed out the bid packet had \$ 30,000.00 for the sign. That was a for the sign to be closer to the building.

Attorney Noe: suggested to advertise for a Special called meeting for the city hall discussion immediately following the workshop. This would give the board an opportunity to take action on some of the items that have come up.

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to set a Special called meeting immediately following the workshop meeting on February 4, 2025. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0

Mayor Greer mentioned the Brick on the front of the building and getting it resolved and the conference room table cost and the savings if we could cancel the table. He also addressed the statement made at the workshop meeting in January that he missed that he did not approve the light color of the restroom finishes and it was not in the packet.

Allen Nicholson said there are a lot of things that really need to be looked into.

Vice Mayor Kerrigan said he appreciates everybody's work on this and make sure we are doing it right and spending taxpayers' dollars responsibly. We still want to build something we are proud of, but we are not building the Taj Mahall.

Mayor Greer added for the record that this particular bathroom finish for the vanities he was not made aware of. He asked if there was anything else the board would like to discuss.

Councilman Thompson asked when they are going to start Budget discussions.

Mayor Greer stated that they are going to start meeting with department heads.

ΛГ	۱ ۱	\sim 1	ID	NIN		NT
AL	w	JU	אנ	IΝI	/ C	IV I

URNIVIEN I
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to adjourn
the meeting. All approved by voice vote and the meeting adjourned at 6:50 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE #632 OF THE TOWN OF ASHLAND CITY, TENNESSEE, REZONING PARCEL 020.00 AND 021.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP F, LOCATED AT THE CORNER OF WILLOW ST AND ELIZABETH ST

WHEREAS, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on October 07, 2024, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE: That Ordinance #632 be amended as follows:

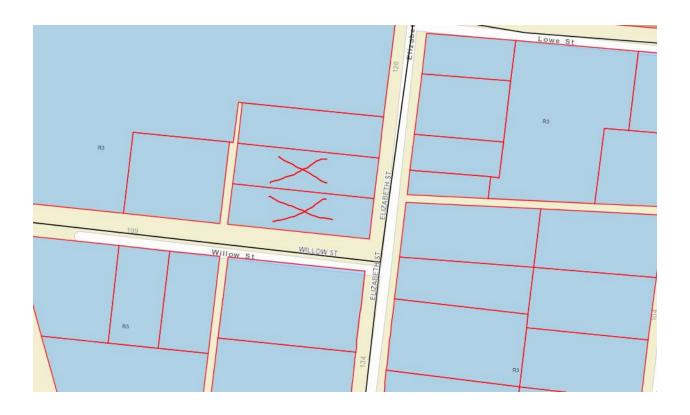
SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcels included on Tax Map 055C, Group F, Parcel 020.00 and Map 055C, Group F, Parcel 021.00, located at the corner of Willow Street and Elizabeth Street be rezoned from R-3 (Low-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of October 2024. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on October 07, 2024.

First Reading: Second Reading:		
ATTEST:		
Mayor	City Recorder	



RESOLUTION 2025-05

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE A JOB DESCRIPTION FOR THE POSITION OF THE MUNICIPAL JUDGE FOR THE TOWN.

WHEREAS pursuant to the Town's Charter and Title 3, Section 1 of the Municipal Code, that a Judge shall be appointed by the Board in the event that the Municipal Court no longer has General Sessions jurisdiction; and

WHEREAS the Town no longer has General Sessions jurisdiction effective June 30, 2024, pursuant to Ordinance 599; and

WHEREAS the Town has certain requirements for the position of Municipal Judge; and

WHEREAS the applicant must be in good standing with the Board of Professional Responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the attached Job Description for the Municipal Judge is hereby approved.

We, the City Council, are meeting in Reg for the adoption of the Resolution as se	gular Session on this the 11th day of February, 2025 move t out above.				
Voting in Favor	Voting Against				
Attest:					
Mayor City Recorder					



PCCOR #044

Solomon Builders 4539 Trousdale Drive Nashville, Tennessee 37204 Phone: (615) 333-9369 **Project:** 23-1004 - Ashland City - City Hall 405 North Main Street Ashland City, Tennessee 37015

Prime Contract Change Order Request #044: Revision 2 Monument Sign Adds for Masonry, Footings, Power, Signage

то:	Town of Ashland City 233 TN Waltz Parkway, Suite 103 Ashland City, Tennessee 37015	FROM:	Solomon Builders, Inc. 4539 Trousdale Drive Nashville, Tennessee 37204
CHANGE ORDER REQUEST NUMBER / REVISION:	044 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Approved	CREATED BY:	Cody Abney (Solomon Builders, Inc.)
SCHEDULE IMPACT:		DATE CREATED:	2/6/2025
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$25,186.43

CHANGE ORDER REQUEST TITLE: Revision 2 Monument Sign Adds for Masonry, Footings, Power, Signage

CHANGE ORDER REQUEST DESCRIPTION:

CE #103 - Revision 2 Monument Sign Adds for Masonry, Footings, Power, Signage

This change event includes the cost impact of the Revision 2 monument signage changes due to Ashland City change request. Digital sign by Golden Rule Signs.

Inclusions

During normal business hours (M-F - 7am - 3pm), install Revision 2 monument sign (see attachments):

- a. concrete reinforced footings
- b. backfill footings with #57 Stone.
- c. power conductors, disconnect, and breaker as required for Digital Sign.
- b. masonry and precast cap to match building brick and precast
- d. aluminum letters and numbers
- e. old monument sign deleted
- *Line voltage wire size is based on the digital sign requirements provided by Ashland City and Golden Rule Signs. New monument sign location (general location) was provided by Ashland City.
- *All work is priced to occur before the following scopes of work begin: stone, curbs, topsoil, landscaping, and paving (concrete, asphalt).
- *If the waiting period for approval of the new monument sign causes the overall project schedule to extend, Solomon reserves the right to recover additional General Conditions at a later date if required.
- *Precast cap lead time is 2-3 weeks from approval.

Exclusions

Seals

Digital Sign and Components/Accessories

Steel

Conduit

Low Voltage Landscaping

Lighting

Asphalt

Painting

Patching

Rock excavation

ATTACHMENTS:

Numbers Approval Ashland City.pdf , New General Location.png , Delete Old.png , CE 103 Tibbetts Cost.pdf , CE 103 JS Concrete Cost.pdf , CE 103 Stone Cost.pdf , CE 103 Music City Cost.pdf , CE 103 BVG Cost.pdf , JW 3D Rendering Email 1.28.2025.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO#	Contract Company	Title	Schedule Impact	Amount
			· -	



PCCOR #044

043	Town of Ashland City	CE #103 - Revision 2 Monument Sign Adds for Masonry, Footings, Power, Signage		\$25,186.43
			Total:	\$25,186.43

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 043; CE #103 - Revision 2 Monument Sign Adds for Masonry, Footings, Power, Signage

#	Budget Code	Description	Amount	Small Tools and Expendables (15.00% Applies to Labor and Equipment.)	Cleanup and Dumpsters (2.00% Applies to all line item types.)	Sales and Use Tax (9.75% Applies to Equipment and Materials.)	Subtotal
1	04-04.020.01.SUB Masonry - Sub.Sub Commitment	Revision 2 Monument Sign Masonry	\$1,787.18	\$0.00	\$35.74	\$0.00	\$1,822.92
2	03-03.410.01.SUB Concrete - Sub.Sub Commitment	Revision 2 Monument Sign Footings	\$5,190.00	\$0.00	\$103.80	\$0.00	\$5,293.80
3	16- 16.010.01.SUB Electrical.Sub Commitment	Revision 2 Monument Sign Power	\$6,578.00	\$0.00	\$131.56	\$0.00	\$6,709.56
4	10-10.430.01.O Signs.Other	Revision 2 Monument Sign Adds	\$8,948.95	\$0.00	\$178.98	\$0.00	\$9,127.93
5	02-02.221.01.M Backfill: Trench.Materials	Stone Backfill at Footing	\$289.02	\$0.00	\$5.78	\$28.18	\$322.98
		Subtotal:	\$22,793.15	\$0.00	\$455.86	\$28.18	\$23,277.19
		Gro	ss Receipts	Гах (1.00% Арр	lies to all line	item types.):	\$232.77
			Insurar	nce (1.00% App	lies to all line	item types.):	\$235.10
	Payment and Performance Bond (1.00% Applies to all line item types.):				\$237.45		
		General (Contractor Pr	ofit (5.02% App	lies to all line	item types.):	\$1,203.92
					(Grand Total:	\$25,186.43

Joshua A. Wright (Joshua A. Wright Architect)

8061 Highway 41A Cedar Hill, Tennessee 37032 **Town of Ashland City**

233 TN Waltz Parkway, Suite 103 Ashland City, Tennessee 37015 Solomon Builders, Inc.

4539 Trousdale Drive Nashville, Tennessee 37204

- DocuSigned by:

2/6/2025

SIGNATURE

ITEM # 6.

- Page 13 - DATE
Solomon Builders

SIGNATURE DATE

Page 2 of 2

Printed On: 2/6/2025 10:12 AM

Cody Abney

From: Cody Abney

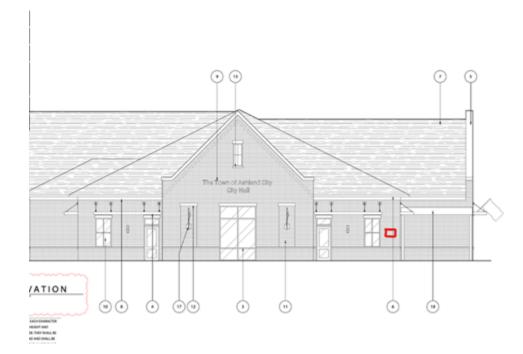
Sent: Friday, January 31, 2025 1:01 PM **To:** Allen Nicholson; Susan Wohl

Cc: Derek Noe; Chuck Walker; Joshua Wright; Clinton Dodson; jnoe@bpnlawfirm.com; Gerald Greer; Cody Abney

Subject: RE: SOLOMON BUILDER

Susan – here is a recap:

Building number "405" approved by Ashland City to be relocated here (West Elevation)





REV 2 MONUMENT SIGN

Ashland City approves number "405" to be included on both sides centered below the "Established 1856" (Revision 2 Monument Sign)



- Page 15 -

Cody Abney



From: Allen Nicholson <anicholson@ashlandcitytn.gov>

Sent: Friday, January 31, 2025 12:32 PM

To: Susan Wohl <Susan.Wohl@bigvisualgroup.com>; Cody Abney <Cabney@solomonbuilders.com>

Cc: Derek Noe <DNoe@ashlandcitytn.gov>; Chuck Walker <CWalker@ashlandcitytn.gov>; Joshua Wright <josh@jawarc.com>; Clinton Dodson <cdodson@solomonbuilders.com>; jnoe@bpnlawfirm.com; Gerald Greer <ggreer@ashlandcitytn.gov>

Subject: RE: SOLOMON BUILDER

Ms. Susan.

That will be great.

Josh had giving us a rendering of two new sign designs.

Please add the address numbers to the pillar closest to Main St.

Council still has to approve the funding for which ever sign rendering they desire to go forward with.

Allen Nicholson
Building & Codes Director
Town of Ashland City
233 TN Waltz Pkwy, Suite 103
Ashland City, TN 37015
(615)792-4211 ext: 5244



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.

3

From: Susan Wohl <Susan.Wohl@bigvisualgroup.com>

Sent: Friday, January 31, 2025 11:47 AM

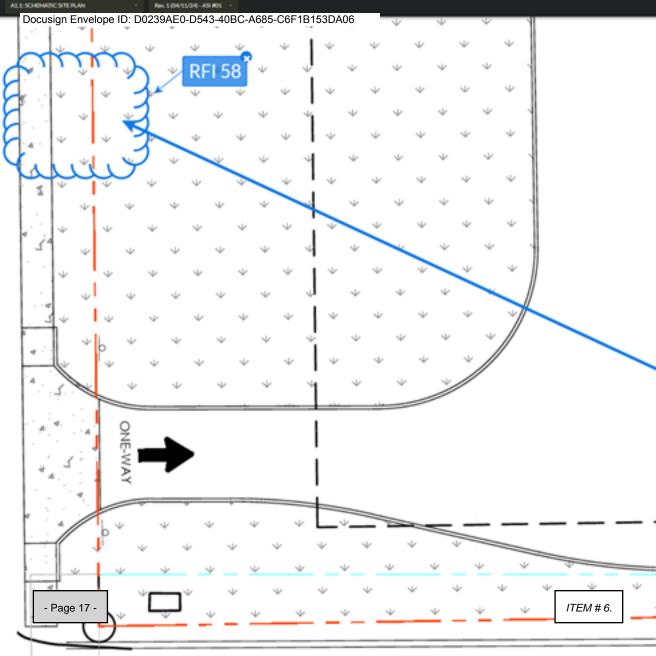
To: Cody Abney <Cabney@solomonbuilders.com>; Allen Nicholson <anicholson@ashlandcitytn.gov>

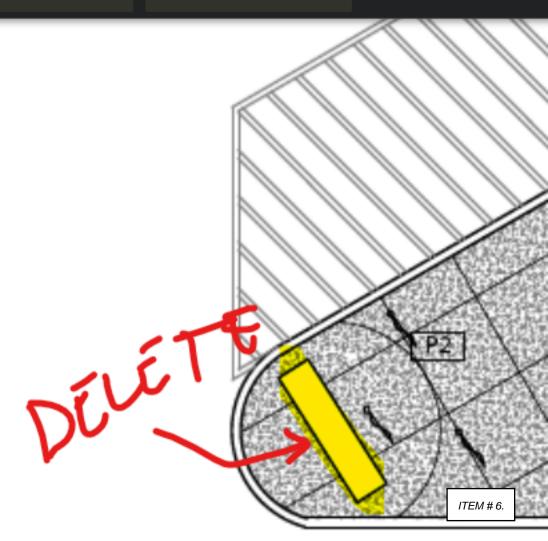
Cc: Derek Noe <DNoe@ashlandcitytn.gov>; Chuck Walker <CWalker@ashlandcitytn.gov>; Joshua Wright <josh@jawarc.com>; Clinton Dodson <cdodson@solomonbuilders.com>; jnoe@bpnlawfirm.com; Gerald Greer <ggreer@ashlandcitytn.gov>

Subject: RE: SOLOMON BUILDER

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Will you be sending an updated rendering to show that so I know size and placement? Or do you want us to keep the address numbers 6" tall and center it underneath "Established 1856"? This is what I have.







February 6th, 2024,

Re: Ashland City Hall - CO#6 - Digital Sign

Tibbetts Electrical Services, Inc. is pleased to present our estimated cost proposal for the project referenced above.

Our estimated cost for this project is:

\$6,578.00

(Six Thousand Five Hundred and Seventy-Eight Dollars)

Scope of Work:

- Install power conductors, disconnect, and breaker as required for Digital Sign.
- Utilize installed 1" & 1-1/4" PVC Conduit.
- Work to be performed during normal business hours Monday Friday 7:00 a.m. 3:30 p.m. CST.
- Dumpster fees are **NOT** included.
- Unforeseen hazards/conditions are **NOT** included.
- Quote valid for 30 calendar days.

This concludes our estimated cost proposal. Should you have any questions, comments, or concerns – please do not hesitate to contact Jon Copciac (615) 785-5848.

Very Respectfully,

Jon Copciac

Project Manager / Estimator

Tibbetts Electrical Services, Inc.

Ith P. Cyi

State License #: 60499

Classification: CE

Limit: Unlimited

Expiration: 03/31/2025

JS Concrete Construction Inc. TN LICENSE #227013 Expires 05/15/2025 Jose O. Orellana Flores 265 Dorris Road Portland, TN 37148 615-999-0975

ESTIMATE

SOLOMON BUILDERS, INC 4539 Trousdale Dr Nashville, TN 37204 Estimate #

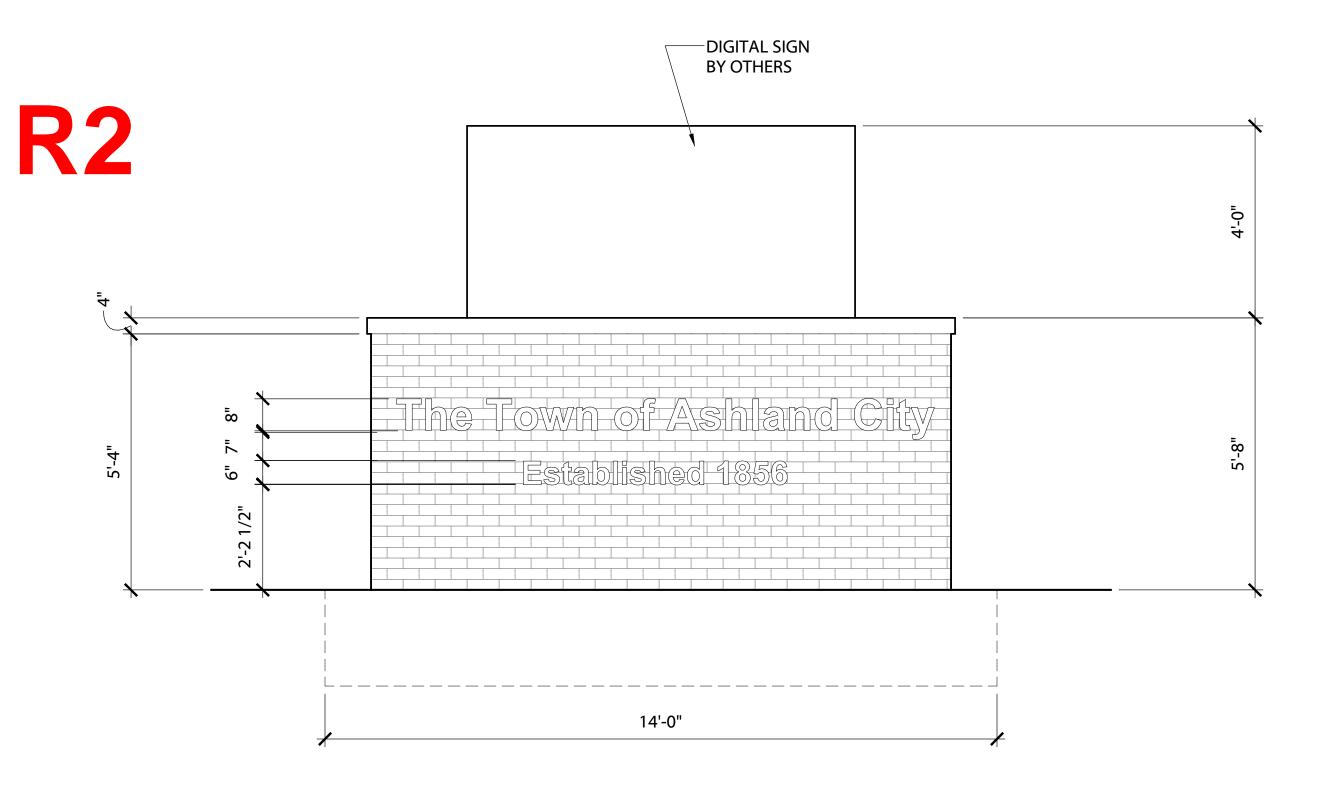
0001214

Estimate Date

01/31/2025

ACCH- MONUMENT SIGN

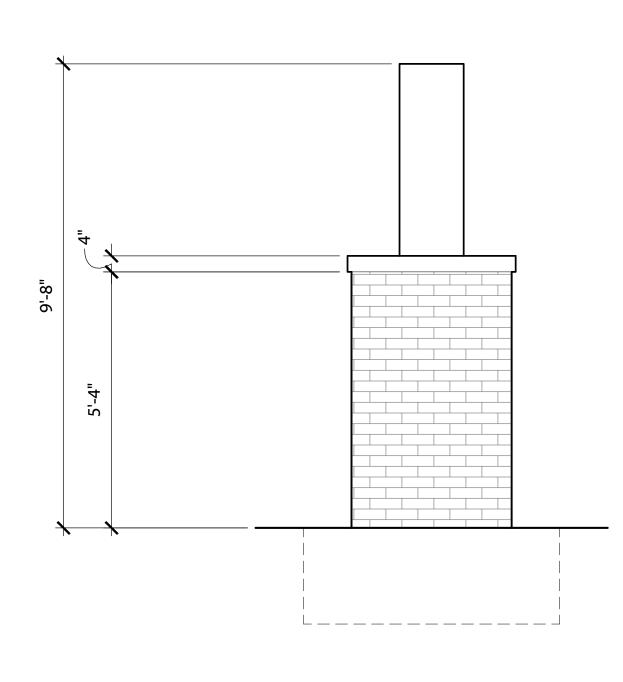
Item	Description	Unit Price	Quantity	Amount
Service	REVISION 2 OPTION:	5190.00	1.00	5,190.00
	Includes labor, equipment, concrete, and rebar to prep and pour the monument sign foundation.			
NOTES: *E	Backfill NOT included*			
		Subtotal		5,190.00
		Total		5,190.00
		Amount Paid		0.00
		Estimate		\$5,190.00

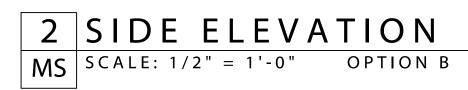


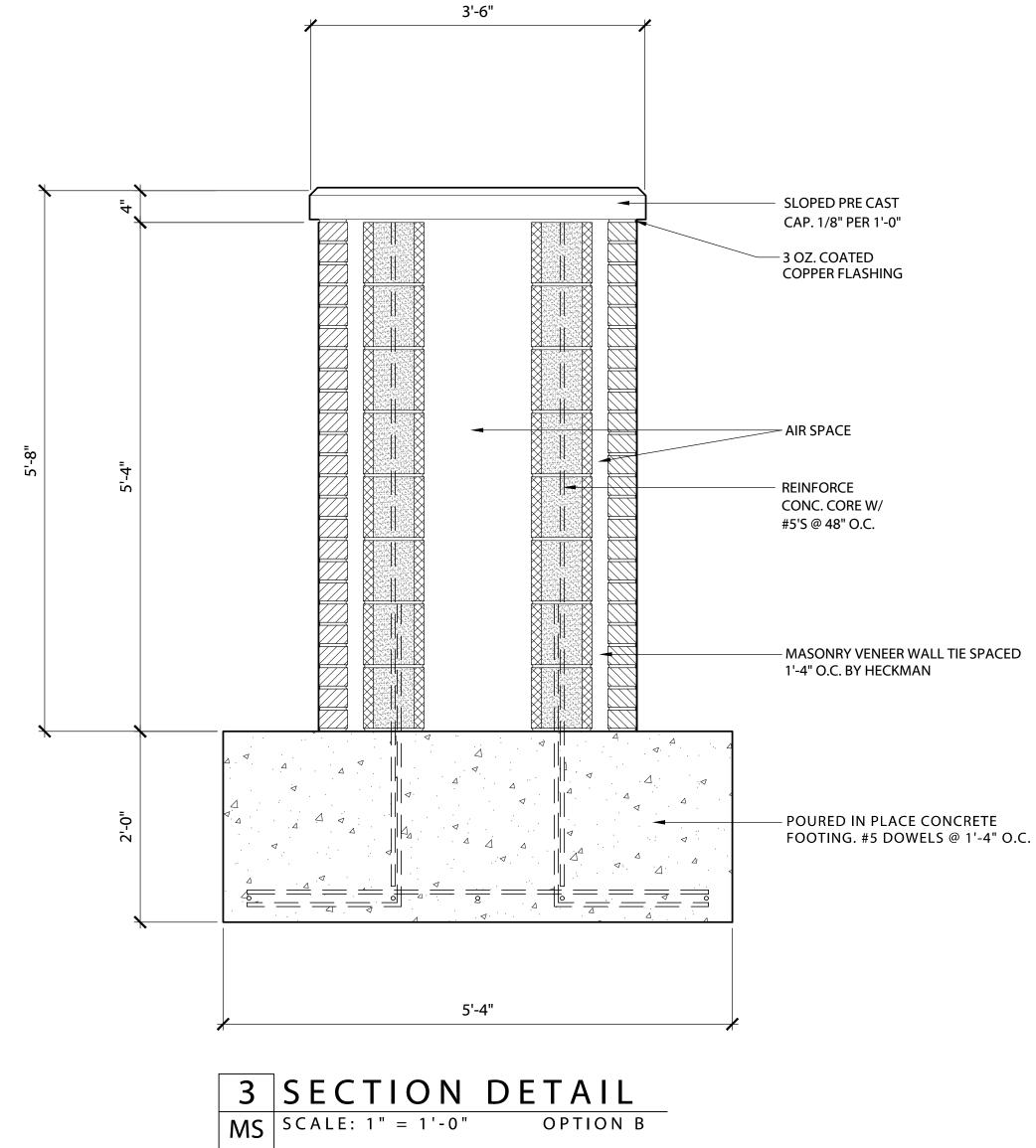


GENERAL NOTES

1. MATCH EXISTING BRICK VENEER, CAST STONE VENEER, AND MORTAR.









Width (ft)	Height (ft)	Length (ft)	Volume (CF)	Volume (CY)	Tons (from CY)	#57 (\$28.25/Ton) or Crusher Run (\$16/Ton)
	1	2 40	80	2.96	4.00	\$113.00

	#57 Backfill REV 2								
	Total Tons from CY								
Total #5				#57 Cost (pre Tax)		\$113.00			
				Tax @ 9.75%	9.75%	\$11.02			
	Haul (\$165 Flat Rate Half Truck or \$6.50/Ton Full Truck)					\$165.00			
				Cleanup/Dumpster	0.00%	\$0.00			
				Liab Insc	0.00%	\$0.00			
				Fee	0.00%	\$0.00			
			To	tal		\$289.02			

REQUEST FOR CHANGE ORDER

Submitted By: Music City's Tru-Line Masonry Contractors, LLC 525 Green Lane Whites Creek, TN 37189 February 4, 2025

Submitted To: Solomon Builders Work to be Performed At: Ashland City – City Hall

Revise Monument Sign as per R2

Add \$1,787.18

SECTION 01 26 55 FORM FOR PRICE OF WORK

Project Name: SBC Project Number: Ashland City - City Hall Music City's Tru-Line Masonry Contractors, LLC

Vork itemized below provided by:			e Masonry			ec-24	Page	1	of	1	pages
Proposal Number:	Sign	- Bid	Date Itemiz	eu.		_	, age			Labor	
Description	Quantity L	Material Unit Cost	Extension	Quantity	Unit	uipment Cost	Extension	Quantity	Unit	Cost	Extension
" Reg	116	2.57	298.12				150.00				960.00
" Bond Beam	17	3.52	59.84				0.00				0.00
Mortar (BI)	4	58.65	234.60				0.00				0.0
Core Fill	2	200.00	400.00				0.00				400.0
	0	1,765.00	264.75				0.00				0.0
Rebar	0	600.00	150.00				0.00				0.0
H&E Wire	770	0.65	500.50				300.00				1,440.0
Brick	6	23.00	138.00				0.00				0.0
Mortar (Br)	2	58.65	87.98				0.00				0.0
Sand	_	1.74	38.28				0.0				38.2
Flashing	22	2.50					0.0	0			55.0
Mortar Net	22		0.00 40-	-			0.0	0			10.
Weep Vents	0	67.50		-			0.0	1			55.
Brick Clean	110	0.50		-			0.0	-			750.
Cast Stone			750.00	+	+	-	0.0	_			0.
			0.00	+	-		0.0	-			0.
			0.0	-				_	+		0.
			0.0	0			0.0	_			0
			0.0	0			0.0		+	_	0
			0.0	0			0.0	_			0
			0.0	0	_		0.	_			0
			0.0	-			0.	00		Subtota	-
		Materials Subtotal		0 Equi	Equipment			Labo		Subiola	3,730
	9.250	% Sales Tax	= 281.4	10				-			
				-			450	00			3,708
	1	Cos	st: 3,323.	60			450	.00	100		7.482

7,482.01 Subtotal of Costs of Materials + Equipment + Labor = \$ 374.10 erhead allowed on costs = \$

> 7,856.11 Subtotal of Costs + Overhead = \$ 785.61 d on Costs + Overhead = \$

8,641.72 Total = \$

Subcontract Costs = \$

0.00 Total for this Change = \$ 8,641.72

Form for Price of Work

01 26 55 - 1 ITEM # 6.

Posted in XLS format wy 2012 OFD s012655 ge 1 of 1 - Page 24 -

SECTION 01 26 55 FORM FOR PRICE OF WORK

SBC Project Number:
Ashland City - City Hall

Work itemized below provided by:

Music City's Tru-Line Masonry Contractors, LLC

/ork itemized below provided by:	Music City		Date Itemiz			eb-25	Page	1	of	1	pages
Proposal Number: Description		Material	Extension	Quantity	Eq.	uipment Cost	Extension	Quantity	Unit	_abor Cost	Extension
	Quantity Ur	2.57	377.79	Quantity			150.00				720.00
"Reg	147	3.52	73.92				0.00				0.00
" BB	21		90.00				0.00				0.00
Nortar (BI)	6	15.00					0.00				120.0
Core Fill	1	225.00	112.50				0.00				0.0
I&E Wire	0	600.00	150.00					_			0.0
Rebar	0	1,765.00	176.50	_			0.00				2,400.0
Brick	1,348	0.65	876.20				350.00				
Mortar (Br)	10	23.00	230.00				0.00				0.0
Sand	3	56.65	141.63				0.0	0			0.0
Flashing	35	3.50	122.50				0.0	0			122.
	35	2.50	87.50				0.0	0			87.
Mortar Net	0	67.50	16.8	3			0.0	0			0.0
Weep Vents		0.50		+			0.0	0			96.
Brick Clean	193	0.50	1,350.0	+			0.0	00			720.
Cast Stone Cap				_	+		0.0	00			0.
			0.0	+	-		0.0	+	_		0.
			0.0	+	-	-	0.0	-	+		0
			0.0	00	_			+	+	-	0
			0.0	00				00	_	-	0
			0.0	00				00	_		0
			0.	00			0.	00	_		
			0.	00			0	00			0
	Materials	Subtot	al 3,901.	92 Equ	ipmen	t		Lab	or	Subtota	4,266
	9.250	% Sales Tax	= 360.	93				_			
							500	00			4,26
		Cos	t: 4,262				torials + For		1 -1 -	- 6	9,029

Subtotal of Costs of Materials + Equipment + Labor = \$ 9,029.35

5% • rhead allowed on costs = \$ 451.47

Subtotal of Costs + Overhead = \$ 9,480.82 10% d on Costs + Overhead = \$ 948.08

Total = \$ 10,428.90 Subcontract Costs = \$ 0.00

Total for this Change = \$

Form for Price of Work

01 26 55 - 1 ITEM # 6.

10,428.90

Posted in XLS format 2012 OFD s012655 - Page 25 - 1 of 1

DELETE OLD MONUMENT SIGN

Cody Abney

Susan Wohl <Susan.Wohl@bigvisualgroup.com> From:

Wednesday, January 29, 2025 11:00 AM Sent:

To: Cody Abney

Solomon 188943 and 198829 - Ashland City Interior and Exterior Signage - CHANGE ORDER Subject:

Attachments: 25-188943.pdf; 25-198829.pdf

Hi Cody,

First, I have ordered the exterior signs that were approved, so you know that is in the works. They should be giving me a timeline for completion soon.

Second, I have updated both orders and attached them here with the final totals.

Third, this creates an overage on the contract, so another change order will need to be made for negative \$2068.76. This is due to cancelling line items 8 and 9 on order 188943, the single-sided monument sign and seal.

Let me know if I need to do anything else at this time.

Susan Wohl











FILE UPLOAD

5764 Crossings Blvd. Antioch, TN 37013 615-819-2030 D | 615-731-3700 O | 615-429-4290 M

NOTE: This email and any attachment(s) to it may contain PRIVILEGED and CONFIDENTIAL information and is intended only for the use of the specific individual(s) to which it is addressed. If you are not an intended recipient of this email, you are hereby notified that any unauthorized reading, dissemination, copying or other use of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the sender by reply email. Thank You

1 ITEM # 6. - Page 26 -

Docusign Envelope ID: D0239AE0-D543-40BC-A685-C6F1B153DA06

Big Visual Group



5764 Crossings Blvd Antioch, TN 37013 (615) 731-3700

NEW MONUMENT SIGN

ESTIMATE EST-199666

Payment Terms: Net 30

Your Sign and Print Partner bigvisualgroup.com

Created	Date:	1/29/2025	
Createu	Date.	1/23/2023	

DESCRIPTION: Ashland City monument sign

Bill To: Solomon Builders Inc

> 4539 Trousdale Drive Nashville, TN 37204

US

Requested By: Cody Abney

Email: Cabney@solomonbuilders.com

Cell Phone: 334-30-94205

Salesperson: Susan Wohl

Email: susan.wohl@bigvisualgroup.com

Work Phone: (615) 819-2030 Cell Phone: (615) 429-4290

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Double-sided Monument Letters - (2) sets of 8" and 6" cast aluminum letters	1	\$8,263.54	\$8,263.54
2	Freight In	1	\$345.09	\$345.09
3	Installation	1	\$675.00	\$675.00

Thank you for allowing us to provide you with an estimate. Please don't hesitate to call if you have any questions or need anything else. Due to the volatility of materials this estimate is only valid for 24 hours.

Subtotal:	\$9,283.63
Taxes:	\$812.48
Grand Total:	\$10,096.11

Thank you for the opportunity to be your signage and print partner!

Signature:	Date:



Your Sign and Print Partner bigvisualgroup.com

Big Visual Group 5764 Crossings Blvd Antioch, TN 37013 (615) 731-3700

DESCRIPTION: Ashland City City Hall - Set of (2) Address numbers for monument

hesitate to call if you have any questions or need anything else. Due to the

volatility of materials this estimate is only valid for 24 hours.

NEW MONUMENT SIGN

ESTIMATE EST-199791

Payment Terms: Net 30

Taxes:

Grand Total:

Created Date: 2/4/2025

Bill To:

Solomon Builders Inc

	4539 Trousdale Drive			
	Nashville, TN 37204			
	US			
Requ	uested By: Cody Abney	Salesperson: Su	san Wohl	
-	Email: Cabney@solomonbuilders.com	Email: sus	san.wohl@bigvisualgroup.com	
(Cell Phone: 334-30-94205	Work Phone: (61	5) 819-2030	
		Cell Phone: (61	5) 429-4290	
NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Set of (2) 6" Cast aluminum address numbers for	1	\$614.74	\$614.74
'	monument	I	\$014.74	¥014.74
2	Installation	1	\$250.00	\$250.00
			Subtotal:	\$864.74
Thank	cyou for allowing us to provide you with an estimate. Ple	ease don't	Tayes	\$56.86

Thank you for the opportunity to be your signage and print partner!

Signature:	Date:

\$56.86

\$921.60



Cody Abney

From: Joshua Wright <josh@jawarc.com>
Sent: Tuesday, January 28, 2025 3:41 PM

To: Allen Nicholson

Cc: Cody Abney; Gerald Greer; jnoe@bpnlawfirm.com; Clinton Dodson

Subject: Re: ACCH Monument Sign Options

Attachments: ACCH Monument Sign Option B.jpg; ACCH Monument Sign Option C.jpg

Allen,

Please see the attached files.

Thank you,

On Tue, Jan 28, 2025 at 3:05 PM Allen Nicholson anicholson@ashlandcitytn.gov wrote:

Cody,

Thank you for the update. I appreciate your efforts in trying to get the pricing back as soon as possible. Your dedication to pushing for a prompt response is very much appreciated. If there are any further updates or if there's anything I can do to assist, please let me know.

Allen Nicholson

Building & Codes Director

Town of Ashland City

233 TN Waltz Pkwy, Suite 103

Ashland City, TN 37015

(615)792-4211 ext: 5244



- Page 30 -

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.

From: Cody Abney <Cabney@solomonbuilders.com>

Sent: Tuesday, January 28, 2025 2:14 PM

To: Allen Nicholson anicholson@ashlandcitytn.gov; Joshua Wright josh@jawarc.com

Cc: Gerald Greer <ggreer@ashlandcitytn.gov>; jnoe@bpnlawfirm.com; Clinton Dodson <cdodson@solomonbuilders.com>

Subject: RE: ACCH Monument Sign Options

1 ITEM # 6.



PCCOR #045

Solomon Builders 4539 Trousdale Drive Nashville, Tennessee 37204 Phone: (615) 333-9369 **Project:** 23-1004 - Ashland City - City Hall 405 North Main Street Ashland City, Tennessee 37015

Prime Contract Change Order Request #045: Revision 3 Monument Sign Adds for Masonry, Footings, Power, Signage

TO:	Town of Ashland City 233 TN Waltz Parkway, Suite 103 Ashland City, Tennessee 37015	FROM:	Solomon Builders, Inc. 4539 Trousdale Drive Nashville, Tennessee 37204
CHANGE ORDER REQUEST NUMBER / REVISION:	045 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Approved	CREATED BY:	Cody Abney (Solomon Builders, Inc.)
SCHEDULE IMPACT:		DATE CREATED:	2/6/2025
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$14,138.50

CHANGE ORDER REQUEST TITLE: Revision 3 Monument Sign Adds for Masonry, Footings, Power, Signage

CHANGE ORDER REQUEST DESCRIPTION:

CE #104 - Revision 3 Monument Sign Adds for Masonry, Footings, Power, Signage

This change event includes the cost impact of the Revision 3 monument signage changes due to Ashland City change request. Digital sign by Golden Rule Signs.

Inclusions

During normal business hours (M-F - 7am - 3pm), install Revision 3 monument sign (see attachments):

- a. concrete reinforced footings
- b. backfill footings with #57 Stone.
- c. power conductors, disconnect, and breaker as required for Digital Sign.
- b. masonry and precast cap to match building brick and precast
- d. aluminum numbers
- e. old monument sign deleted
- *Line voltage wire size is based on the digital sign requirements provided by Ashland City and Golden Rule Signs. New monument sign location (general location) was provided by Ashland City.
- *All work is priced to occur before the following scopes of work begin: stone, curbs, topsoil, landscaping, and paving (concrete, asphalt).
- *If the waiting period for approval of the new monument sign causes the overall project schedule to extend, Solomon reserves the right to recover additional General Conditions at a later date if required.
- *Precast cap lead time is 2-3 weeks from approval.

Exclusions

Seals/Letters
Digital Sign and Components/Accessories
Steel
Conduit
Low Voltage
Landscaping
Lighting
Asphalt
Painting
Patching

ATTACHMENTS:

- Page 31 -

Rock excavation

Numbers Approval Ashland City.pdf , _CE 104 JS Concrete Cost.pdf , _CE 104 Music City Cost.pdf , _CE 104 BVG Credit.pdf , _CE 104 Stone Cost.pdf , _CE 104 Tibbetts Cost.pdf , _JW 3D Rendering Email 1.28.2025.pdf , _Delete Old.png , _New General Location.png

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO # Contract Company Title Schedule Impact Amount	PCO#	Contract Company	Title	Schedule Impact	Amount
---	------	------------------	-------	-----------------	--------



PCCOR #045

044	,	Revision 3 Monument Sign Adds for Masonry, Footings, Power, Signage		\$14,138.50
			Total:	\$14,138.50

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 044: Revision 3 Monument Sign Adds for Masonry, Footings, Power, Signage

#	Budget Code	Description	Amount	Small Tools and Expendables (15.00% Applies to Labor and Equipment.)	Cleanup and Dumpsters (2.00% Applies to all line item types.)	Sales and Use Tax (9.75% Applies to Equipment and Materials.)	Subtotal
1	04-04.020.01.SUB Masonry - Sub.Sub Commitment	Revision 3 Monument Sign Masonry	\$2,163.86	\$0.00	\$43.28	\$0.00	\$2,207.14
2	03-03.410.01.SUB Concrete - Sub.Sub Commitment	Revision 3 Monument Sign Footings	\$4,872.00	\$0.00	\$97.44	\$0.00	\$4,969.44
3	16- 16.010.01.SUB Electrical.Sub Commitment	Revision 3 Monument Sign Power	\$6,578.00	\$0.00	\$131.56	\$0.00	\$6,709.56
4	10-10.430.01.O Signs.Other	Revision 3 Monument Sign Adds	\$(1,147.16)	\$0.00	\$(22.94)	\$0.00	\$(1,170.10)
5	02-02.221.01.M Backfill: Trench.Materials	Stone Backfill at Footings	\$313.82	\$0.00	\$6.28	\$30.60	\$350.70
		Subtotal:	\$12,780.52	\$0.00	\$255.62	\$30.60	\$13,066.74
Gross Receipts Tax (1.00% Applies to all line item types.):							\$130.67
Insurance (1.00% Applies to all line item types.):						\$131.97	
Payment and Performance Bond (1.00% Applies to all line item types.):						\$133.29	
General Contractor Profit (5.02% Applies to all line item types.):						\$675.83	
	Grand Total:						

Joshua A. Wright (Joshua A. Wright Architect)

8061 Highway 41A Cedar Hill, Tennessee 37032 **Town of Ashland City**

233 TN Waltz Parkway, Suite 103 Ashland City, Tennessee 37015 Solomon Builders, Inc.

4539 Trousdale Drive Nashville, Tennessee 37204

DocuSigned by:

Cody lbney B6109F76949449D...

2/6/2025

SIGNATURE

ITEM # 6.

- Page 32 - DATE
Solomon Builders

SIGNATURE DATE

Page 2 of 2

Printed On: 2/6/2025 10:10 AM

Cody Abney

From: Cody Abney

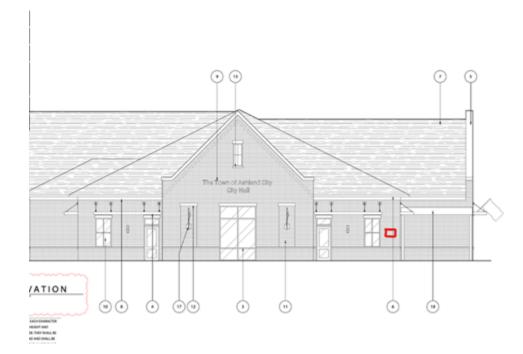
Sent: Friday, January 31, 2025 1:01 PM **To:** Allen Nicholson; Susan Wohl

Cc: Derek Noe; Chuck Walker; Joshua Wright; Clinton Dodson; jnoe@bpnlawfirm.com; Gerald Greer; Cody Abney

Subject: RE: SOLOMON BUILDER

Susan – here is a recap:

Building number "405" approved by Ashland City to be relocated here (West Elevation)



ITEM # 6.





Ashland City approves number "405" to be included on both sides centered below the "Established 1856" (Revision 2 Monument Sign)



Cody Abney



From: Allen Nicholson <anicholson@ashlandcitytn.gov>

Sent: Friday, January 31, 2025 12:32 PM

To: Susan Wohl <Susan.Wohl@bigvisualgroup.com>; Cody Abney <Cabney@solomonbuilders.com>

Cc: Derek Noe <DNoe@ashlandcitytn.gov>; Chuck Walker <CWalker@ashlandcitytn.gov>; Joshua Wright <josh@jawarc.com>; Clinton Dodson <cdodson@solomonbuilders.com>; jnoe@bpnlawfirm.com; Gerald Greer <ggreer@ashlandcitytn.gov>

Subject: RE: SOLOMON BUILDER

Ms. Susan.

That will be great.

Josh had giving us a rendering of two new sign designs.

Please add the address numbers to the pillar closest to Main St.

Council still has to approve the funding for which ever sign rendering they desire to go forward with.

Allen Nicholson
Building & Codes Director
Town of Ashland City
233 TN Waltz Pkwy, Suite 103
Ashland City, TN 37015
(615)792-4211 ext: 5244



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.

3

From: Susan Wohl <Susan.Wohl@bigvisualgroup.com>

Sent: Friday, January 31, 2025 11:47 AM

To: Cody Abney <Cabney@solomonbuilders.com>; Allen Nicholson <anicholson@ashlandcitytn.gov>

Cc: Derek Noe <DNoe@ashlandcitytn.gov>; Chuck Walker <CWalker@ashlandcitytn.gov>; Joshua Wright <josh@jawarc.com>; Clinton Dodson <cdodson@solomonbuilders.com>; jnoe@bpnlawfirm.com; Gerald Greer <ggreer@ashlandcitytn.gov>;

Subject: RE: SOLOMON BUILDER

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Will you be sending an updated rendering to show that so I know size and placement? Or do you want us to keep the address numbers 6" tall and center it underneath "Established 1856"? This is what I have.

JS Concrete Construction Inc. TN LICENSE #227013 Expires 05/15/2025 Jose O. Orellana Flores 265 Dorris Road Portland, TN 37148 615-999-0975

ESTIMATE

SOLOMON BUILDERS, INC 4539 Trousdale Dr Nashville, TN 37204 Estimate #

0001215

Estimate Date

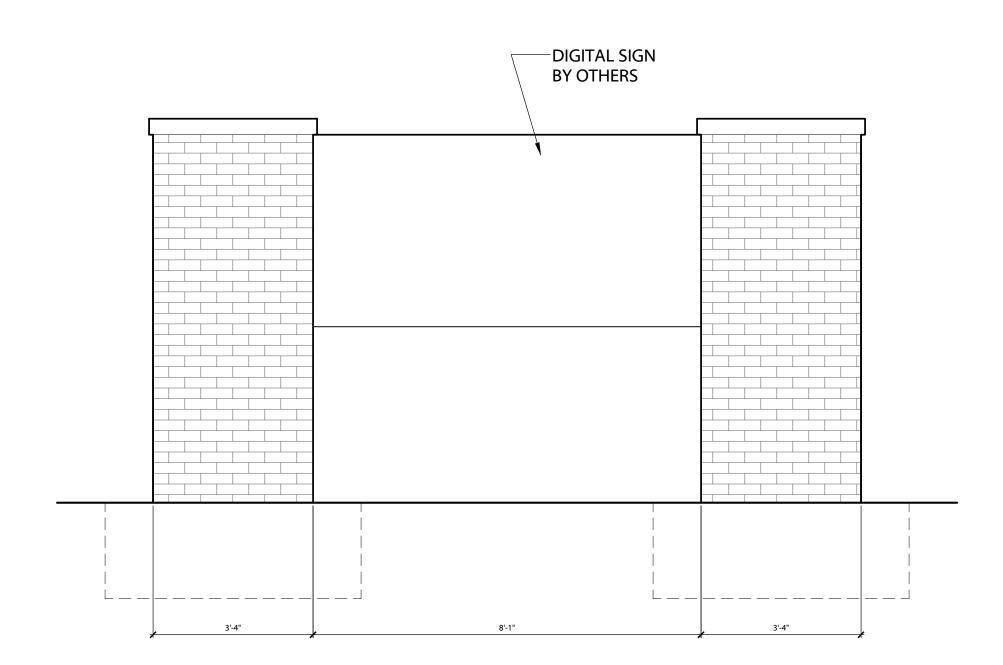
01/29/2025

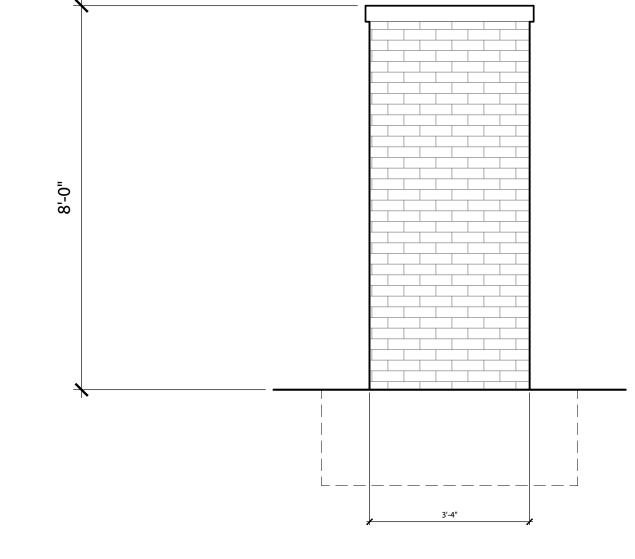
ACCH- MONUMENT SIGN

Item	Description	Unit Price	Quantity	Amount
Service	REVISION 3 OPTION:	4872.00	1.00	4,872.00
	Includes labor, equipment, concrete, and rebar to prep and pour the monument sign foundation.			
NOTES: *E	Backfill NOT included*	Subtotal		4,872.00
		Total		4,872.00
		Amount Paid		0.00
		Estimate		\$4,872.00

Docusign Envelope ID: 4BC2FE1E-813A-4E17-981C-BFC37E8BEEE9

R3





2 SIDE ELEVATION

MS SCALE: 1/2" = 1'-0" OPTION C

SLOPED PRE CAST CAP. 1/8" PER 1'-0" – 3 OZ. COATED COPPER FLASHING - AIR SPACE REINFORCE CONC. CORE W/ #5'S @ 48" O.C. — MASONRY VENEER WALL TIE SPAC 1'-4" O.C. BY HECKMAN POURED IN PLACE CONCRETE FOOTING. #5 DOWELS @ 1'-4"

3 SECTION DETAIL

MS SCALE: 1" = 1'-0" OPTION C

1 FRONT ELEVATION

MS SCALE: 1/2" = 1'-0" OPTION C

GENERAL NOTES

1. MATCH EXISTING BRICK VENEER, CAST STONE VENEER, AND MORTAR.

REQUEST FOR CHANGE ORDER

Submitted By: Music City's Tru-Line Masonry Contractors, LLC 525 Green Lane Whites Creek, TN 37189 February 4, 2025

Submitted To: Solomon Builders Work to be Performed At: Ashland City – City Hall

Revise Monument Sign as per R3

Add \$2,163.86

SECTION 01 26 55 FORM FOR PRICE OF WORK

SBC Project Number: Project Name:
Ashland City - City Hall

Music City's Tru-Line Masonry Contractors, LLC Work itemized below provided by: of pages Page 23-Dec-24 Date Itemized: Sign - Bid Proposal Number: Labor Equipment Material Extension Description Unit Cost Extension Quantity Cost Extension Quantity Unit Cost Quantity 960.00 150.00 298.12 2.57 116 8" Reg 0.00 0.00 59.84 3.52 17 8" Bond Beam 0.00 0.00 234.60 58.65 4 Mortar (BI) 400.00 0.00 400.00 2 200.00 Core Fill 0.00 0.00 264.75 1,765.00 0 Rebar 0.00 0.00 150.00 600.00 0 H&E Wire 1,440.00 300.00 500.50 0.65 770 Brick 0.00 0.00 23.00 138.00 6 Mortar (Br) 0.00 0.00 87.98 2 58.65 Sand 38.28 0.00 38.28 1.74 22 Flashing 55.00 0.00 55.00 2.50 22 Mortar Net 10.13 0.00 10.13 67.50 0 Weep Vents 55.00 0.00 55.00 0.50 110 Brick Clean 750.00 0.00 750.00 Cast Stone 0.00 3,708.41 Subtotal abor 3,042.20 Equipment Subtotal Materials % Sales Tax = 281.40 9.250

3,323.60

Cost:

Subtotal of Costs of Materials + Equipment + Labor = \$ 7,482.01

5% 3rhead allowed on costs = \$ 374.10

Subtotal of Costs + Overhead = \$ 7,856.11

Subtotal of Costs + Overhead = \$ 7,856.11 0% d on Costs + Overhead = \$ 785.61

Total = \$ 8,641.72 Subcontract Costs = \$ 0.00

Total for this Change = \$

450.00

Form for Price of Work

01 26 55 - 1 ITEM # 6.

8,641.72

3,708.41

Posted in XLS format

111 y 2012 OFD s012655

- Page 39 - ge 1 of 1

SECTION 01 26 55 FORM FOR PRICE OF WORK

Project Name: SBC Project Number: Ashland City - City Hall Music City's Tru-Line Masonry Contractors, LLC Work itemized below provided by: pages of Page Date Itemized: 4-Feb-25 Sign R3 Proposal Number: Labor Equipment Material Description Extension Quantity Unit Cost Extension Extension Quantity Cost Cost Quantity 720.00 150.00 377.79 2.57 147 8" Reg 0.00 0.00 3.52 73.92 21 8" BB 0.00 0.00 90.00 15.00 6 Mortar (BI) 120.00 0.00 112.50 225.00 Core Fill 0.00 0.00 150.00 0 600.00 H&E Wire 0.00 0.00 176.50 1.765.00 0 Rebar 2,880.00 450.00 1,019.20 0.65 1,568 Brick 0.00 0.00 253.00 23.00 11 Mortar (Br) 0.00 0.00 56.65 141.63 3 Sand 98.00 0.00 98.00 3.50 28 Flashing 70.00 0.00 70.00 2.50 28 Mortar Net 0.00 0.00 16.88 67.50 0 Weep Vents 112.00 0.00 112.00 0.50 224 Brick Clean 720.00 0.00 1,000.00 Cast Stone Cap 0.00 4.720.00 Subtotal Labor Equipment 3,691.42 Subtotal Materials 341.46 9.250 % Sales Tax =

4,032.88

Cost

Subtotal of Costs of Materials + Equipment + Labor = \$ 9,352.88

5% • Thead allowed on costs = \$ 467.64

 Subtotal of Costs + Overhead = \$
 9,820.52

 10% d on Costs + Overhead = \$
 982.05

Total = \$ 10,802.58 Subcontract Costs = \$ 0.00

Total for this Change = \$

600.00

Form for Price of Work 01 26 55 - 1

ITEM # 6.

10,805.58

4,720.00

Posted in XLS format 1012 OFD s012655 - Page 40 - 1 of 1

DELETE OLD MONUMENT SIGN

Cody Abney

Susan Wohl <Susan.Wohl@bigvisualgroup.com> From:

Wednesday, January 29, 2025 11:00 AM Sent:

To: Cody Abney

Solomon 188943 and 198829 - Ashland City Interior and Exterior Signage - CHANGE ORDER Subject:

Attachments: 25-188943.pdf; 25-198829.pdf

Hi Cody,

First, I have ordered the exterior signs that were approved, so you know that is in the works. They should be giving me a timeline for completion soon.

Second, I have updated both orders and attached them here with the final totals.

Third, this creates an overage on the contract, so another change order will need to be made for negative \$2068.76. This is due to cancelling line items 8 and 9 on order 188943, the single-sided monument sign and seal.

Let me know if I need to do anything else at this time.

Susan Wohl





CUSTOMER

PORTAL







FILE UPLOAD

5764 Crossings Blvd. Antioch, TN 37013 615-819-2030 D | 615-731-3700 O | 615-429-4290 M

NOTE: This email and any attachment(s) to it may contain PRIVILEGED and CONFIDENTIAL information and is intended only for the use of the specific individual(s) to which it is addressed. If you are not an intended recipient of this email, you are hereby notified that any unauthorized reading, dissemination, copying or other use of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the sender by reply email. Thank You

1 ITEM # 6. - Page 41 -



Your Sign and Print Partner bigvisualgroup.com

Big Visual Group 5764 Crossings Blvd Antioch, TN 37013 (615) 731-3700

ESTIMATE EST-199791

Payment Terms: Net 30

NEW MONUMENT SIGN

Created Date: 2/4/2025

DESCRIPTION: Ashland C	ty Cit	y Hall - Set of	(2) Address num	bers for monument
-------------------------------	--------	-----------------	-----------------	-------------------

Bill To: Solomon Builders Inc

4539 Trousdale Drive Nashville, TN 37204

US

Requested By: Cody Abney Salesperson: Susan Wohl

Email: Cabney@solomonbuilders.com Email: susan.wohl@bigvisualgroup.com

Cell Phone: 334-30-94205 Work Phone: (615) 819-2030 Cell Phone: (615) 429-4290

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Set of (2) 6" Cast aluminum address numbers for monument	1	\$614.74	\$614.74
2	Installation	1	\$250.00	\$250.00

Thank you for allowing us to provide you with an estimate. Please don't hesitate to call if you have any questions or need anything else. Due to the volatility of materials this estimate is only valid for 24 hours.

	•
Subtotal:	\$864.74
Taxes:	\$56.86
Grand Total:	\$921.60

Thank you for the opportunity to be your signage and print partner!

Signature:	Date:

Width (ft)	Height (ft)	Length (ft)	Volume (CF)	Volume (CY)	Tons (from CY)	#57 (\$28.25/Ton) or Crusher Run (\$16/Ton)
	1	2 48	96	3.56	4.80	\$135.60

#57 Backfill REV 3				
Total Tons from CY				
	Total #57 Cost (pre Tax		\$135.60	
	Tax @ 9.75%	9.75%	\$13.22	
Haul (\$165 Flat Rate Half Truck or \$6.50/Ton			\$165.00	
Cleanup/Dumpster		r 0.00%	\$0.00	
	Liab Ins	0.00%	\$0.00	
	Fee		\$0.00	
	Total		\$313.82	



February 6th, 2024,

Re: Ashland City Hall - CO#6 - Digital Sign

Tibbetts Electrical Services, Inc. is pleased to present our estimated cost proposal for the project referenced above.

Our estimated cost for this project is:

\$6,578.00

(Six Thousand Five Hundred and Seventy-Eight Dollars)

Scope of Work:

- Install power conductors, disconnect, and breaker as required for Digital Sign.
- Utilize installed 1" & 1-1/4" PVC Conduit.
- Work to be performed during normal business hours Monday Friday 7:00 a.m. 3:30 p.m. CST.
- Dumpster fees are **NOT** included.
- Unforeseen hazards/conditions are **NOT** included.
- Quote valid for 30 calendar days.

This concludes our estimated cost proposal. Should you have any questions, comments, or concerns – please do not hesitate to contact Jon Copciac (615) 785-5848.

Very Respectfully,

Jon Copciac

State License #: 60499

Project Manager / Estimator

Classification: CE

Tibbetts Electrical Services, Inc.

Ith P. Cyi

Limit: Unlimited

Expiration: 03/31/2025



Cody Abney

From: Joshua Wright <josh@jawarc.com>
Sent: Tuesday, January 28, 2025 3:41 PM

To: Allen Nicholson

Cc: Cody Abney; Gerald Greer; jnoe@bpnlawfirm.com; Clinton Dodson

Subject: Re: ACCH Monument Sign Options

Attachments: ACCH Monument Sign Option B.jpg; ACCH Monument Sign Option C.jpg

Allen,

Please see the attached files.

Thank you,

On Tue, Jan 28, 2025 at 3:05 PM Allen Nicholson anicholson@ashlandcitytn.gov wrote:

Cody,

Thank you for the update. I appreciate your efforts in trying to get the pricing back as soon as possible. Your dedication to pushing for a prompt response is very much appreciated. If there are any further updates or if there's anything I can do to assist, please let me know.

Allen Nicholson

Building & Codes Director

Town of Ashland City

233 TN Waltz Pkwy, Suite 103

Ashland City, TN 37015

(615)792-4211 ext: 5244



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.

From: Cody Abney <Cabney@solomonbuilders.com>

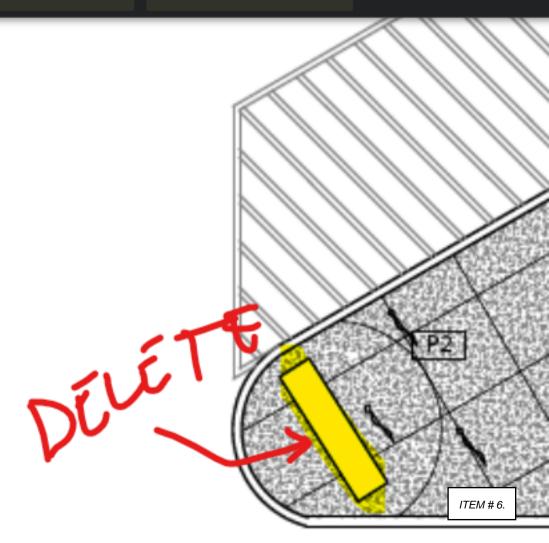
Sent: Tuesday, January 28, 2025 2:14 PM

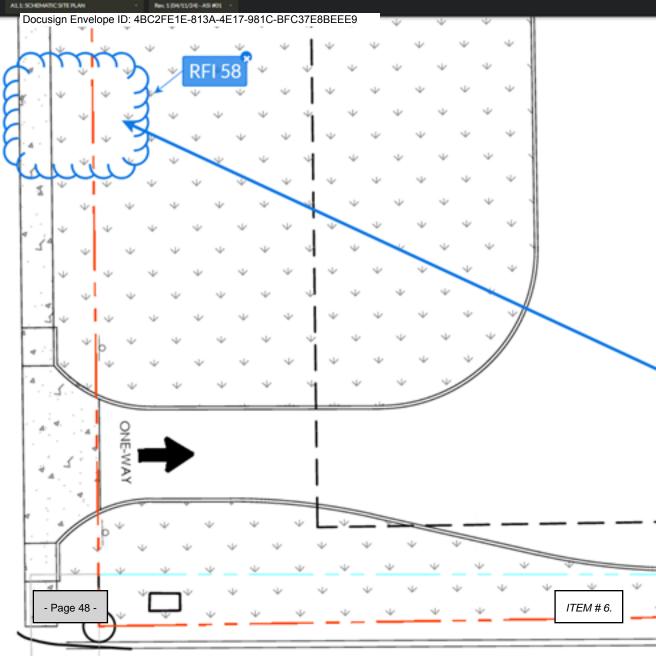
To: Allen Nicholson anicholson@ashlandcitytn.gov; Joshua Wright josh@jawarc.com

Cc: Gerald Greer <ggreer@ashlandcitytn.gov>; jnoe@bpnlawfirm.com; Clinton Dodson <cdodson@solomonbuilders.com>

Subject: RE: ACCH Monument Sign Options

- Page 46 -





The Town of Ashland City is now accepting bids for Luxury Vinyl Flooring at the Thrive 55+ Senior Center. Bid Packets and Specifications are available (Pick up Only) at City Hall beginning January 28, 2025. They are to be turned back in at City Hall, 233 Tennessee Waltz Parkway Suite 103, Ashland City, Tennessee 37015. Sealed Bids will be received until February 10, 2025, at 10:30 am, at the Town of Ashland City, 233 Tennessee Waltz Parkway Suite 103, Ashland City, Tennessee 37015. Bids will be publicly opened and read at 11:00 am, February 10, 2025, in the public works conference room, The Town of Ashland City reserves the right to accept or reject any and all bids. The Bid will be awarded at the next scheduled City Council meeting on February 11, 2025, at 6:00 pm. The Town of Ashland City does not discriminate based on race, color, or national origin in federal of state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (942 U.S.C. 2000d).

- Page 49 -

RESOLUTION 2025 - 06

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO close Thrive 55+ center to Seniors for the Annual conference for GNRC.

WHEREAS the GNRC holds their conference at the Thrive 55+ center each year.

WHEREAS Thrive 55+ will be closed to Seniors on April 9, 2025, for the conference.

WHEREAS we will still need employees to cook and serve for the conference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Thrive 55+ Senior Center is approved to close on April 9, 2025, for the GNRC Conference.

We, the City Council, are meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor	Voting Against
Attest:	
Mavor	City Recorder

RESOLUTION 2025-11

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE THRIVE 55+ SENIOR CENTER TO APPLY FOR THE STATE OF TENNESSEE DEPARTMENT OF HEALTH – PROJECT DIABETES GRANT.

WHEREAS the Tennessee Department of Health has several strategies in place to address the burden of preventable chronic disease on its citizens. Project Diabetes is one of these strategies whose purpose is to fund primary prevention projects that aim to prevent disease from ever occurring.

WHEREAS Social determinants of health are the conditions in the environments where people are born, live, work, play, worship, and age that affect a wide range of health, functioning, and quality of life outcomes and risks.

WHEREAS funding priorities will focus on increasing access to healthy food and beverages by establishing convenient outlets for distribution and purchase and increasing access to physical activity by providing convenient and safe spaces for exercise and recreation.

WHEREAS the initial requirement for an organization seeking a Project Diabetes rant award is to submit a letter of intent.

WHEREAS a team of evaluators will review all letters of intent and will issue invitations to apply to those projects that appear to fulfill the needs of project diabetes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the use of facilities agreement for Thrive 55+ Center.

We, the City Council, meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor	Voting Against
Attest:	
Mayor GERALD GREER	City Recorder MARY MOLEPSKE

TCRS Hazardous Duty Supplemental Retirement Benefit

Public Chapter No. 919

Steven Cross, MTAS Fire Management Consultant David Moore, MTAS Police Management Consultant Donald Pannell, MTAS Fire Management Consultant Jeff Stiles, MTAS Police Management Consultant

September 2024



Table of Contents

Introduction	3
Summary	3
Act Definitions	4
How is the Hazardous Duty Supplement Benefit Calculated	
Service Retirement Allowance	
Early Service Retirement Allowance	
Alternate Defined Benefit Plan or Hybrid Plans	
Funding the Hazardous Duty Supplement Benefit	5
Lump Sum Payment	5
Employer Contribution Rate Increase	6
Amortization	
Eligibility for the Hazardous Duty Supplement Benefit	
Retirement Eligibility	7
Political Subdivision Eligibility	7
Additional Provisions of the Act	8
Implementation Date	
Conclusion	9
Questions or Assistance	10
Additional Resources	I

Introduction

In 2024, the Tennessee General Assembly took a significant step in addressing the unique challenges faced by Tennessee's public safety officers who are part of the Tennessee Consolidated Retirement System (TCRS) by unanimously passing

House Bill 2683, now codified as Public Chapter 919. This legislation marks a pivotal moment in the state's approach to the retirement benefits of its law enforcement officers, firefighters, and correctional officers; individuals who dedicate their careers to protecting public safety and maintaining order. Recognizing the inherent risks and responsibilities associated with these roles, the General Assembly introduced the "hazardous duty supplemental benefit," a new



optional provision designed to offer enhanced financial security to those who retire after years of service in these demanding and often dangerous public safety positions.

Public Chapter 919 is not just a routine amendment to the retirement system; it represents both a deliberate and thoughtful effort to acknowledge the sacrifices made by public safety officers. By implementing this law, Tennessee joins a growing number of states that are reevaluating the retirement benefits offered to public safety individuals serving in high-risk professions. This enhancement ensures that public safety employees' retirement compensation reflects the hazardous nature of their duties.

Summary

The Act was passed unanimously in the Tennessee State House of Representatives (92-0 vote) and the Tennessee State Senate (31-0 vote). The hazardous duty supplemental benefit introduced by this law provides a financial boost to specific eligible retirees, supplementing their standard retirement budget. These additional retirement funds are calculated based on their years of service and final compensation.

This benefit is particularly significant for public safety officers, whose careers are often marked by physical and psychological demands that can accelerate their departure from active service compared to other public sector employees. By offering this supplemental benefit, the state of Tennessee is taking proactive steps to ensure that these officers can retire with greater financial stability, recognizing the toll that years of hazardous duty can take on their health and well-being.

Public Chapter 919 represents a forward-thinking approach to public safety officer retirement benefits, aligning the state's retirement policies with the realities faced by those who serve in some of the most challenging and vital roles within our communities. Through this legislation, Tennessee not only honors the contributions of its public safety officers but also sets a new standard for retirement benefits that others may look to as a model.

Act Definitions

Many of the Tennessee Code Annotated have unique definitions associated with the specific law. The law defines "public safety officer" to include:

Full-time salaried employees of a political subdivision who is:

- Law Enforcement Officers: Sheriffs, deputies, police officers, chiefs of police, and other officers who work to prevent and solve crimes.
- Correctional Officers: Full-time workers who oversee prisoners.
- Firefighters: Full-time workers responsible for fighting fires and responding to emergencies.

How is the Hazardous Duty Supplement Benefit Calculated

The hazardous duty supplemental benefit under Tennessee's Public Chapter 919 is designed to provide additional financial support to public safety officers upon retirement, reflecting the risks associated with their careers. The calculation of this benefit is intricately linked to the officer's final average salary and the total number of years they have served in a qualifying role. The specifics of the calculation vary depending on the type of retirement and the retirement plan under which the officer is enrolled.

Service Retirement Allowance

For officers who retire under the standard service retirement allowance, the hazardous duty supplemental benefit is calculated by applying a percentage multiplier to their average final compensation. Specifically, the benefit equals 0.375% of the officer's average salary, multiplied by the total years the officer has served in a public safety role. This calculation reflects on the officer's entire career and provides a proportional increase in retirement benefits based on their tenure in hazardous duty positions.

Early Service Retirement Allowance

For officers who opt for early retirement, calculating the hazardous duty supplemental benefit includes a reduction factor to account for the early receipt of retirement benefits. In this situation, the benefit calculated as 0.375% of the officer's average salary is reduced by 0.4% for each month that the officer's retirement date precedes the normal service retirement age. This reduction is designed to balance the financial implications of an extended retirement period, ensuring that the benefit remains actuarially sound while still providing meaningful support to officers who retire early.

Alternate Defined Benefit Plan or Hybrid Plans

Officers enrolled in an alternate defined benefit plans or hybrid retirement plans, such as outlined in Tennessee Code Annotated §§ 8-35-255 and 8-35-256, will have their hazardous duty supplemental benefit calculated differently. The base benefit calculation of 0.375% of the officer's average final compensation multiplied by years of service remains the same. However, this benefit is then adjusted by an actuarially determined factor. The specific adjustment is set by the retirement board. It is designed to associate the supplemental benefit with the unique characteristics and funding mechanisms of these plans, ensuring a measure of fairness and sustainability across the different retirement systems.

The hazardous duty supplemental benefit specified in Public Chapter 919 is designed to recognize both the length of service and the specific retirement conditions of public safety officers. By incorporating these detailed calculations, the law provides a different approach that rewards long-term service while maintaining the financial integrity of the retirement system.

Funding the Hazardous Duty Supplement Benefit

To finance the hazardous duty supplemental benefit introduced by Public Chapter 919, local governments have several options to manage the associated costs. These options provide flexibility in how the increased pension liability is addressed, allowing local governments to choose the method that best suits their financial situation. The three primary funding methods are as follows:

Lump Sum Payment

The local government can opt to cover the entire cost of the supplemental benefit through a one-time, lump sum payment. This approach requires the local government to pay the full amount of the increased pension liability upfront, immediately addressing the financial obligation without the need for future payments. While this option demands significant financial resources at the outset, it eliminates the need for ongoing adjustments to the retirement system and can be advantageous if the government has sufficient funds available.

Employer Contribution Rate Increase

Alternatively, the local government may choose to increase its employer contribution rate to the retirement system for the upcoming fiscal year. Under this method, the local government spreads the cost of the supplemental benefit over the course of the next fiscal year (July 1 - June 30). This incremental increase in contributions allows the government to manage the financial impact more gradually, rather than requiring a large immediate outlay. It can be a practical solution for governments that prefer to integrate the cost into their annual budgeting process.

Amortization

The third option allows the local government to amortize the unfunded accrued liability associated with the supplemental benefit over a period of up to ten years. By spreading the payments over a longer timeframe, this method reduces the immediate financial burden, making it easier for local governments to manage their cash flow and budgetary constraints. However, it also means that the government will be making payments over a prolonged period, which could include interest and other carrying costs. This option is particularly useful for local governments that need to balance long-term financial commitments with other fiscal responsibilities.

Each potential funding method provides differing approaches to managing the financial responsibilities associated with the hazardous duty supplemental benefit. The choice of method depends on the local government's financial health, cash reserves, and long-term budgeting strategies. Ultimately, these options are designed to ensure that the supplemental benefits are fully funded while allowing local governments to choose a payment plan that aligns best with their fiscal capabilities.

Eligibility for the Hazardous Duty Supplement Benefit

Public Chapter 919 establishes specific criteria that public safety officers in Tennessee must meet to qualify for the hazardous duty supplemental benefit. This benefit is designed to provide additional financial support to officers who have dedicated a substantial number of years of service in hazardous roles. The eligibility requirements are thorough, ensuring that only those who meet these strict standards are eligible to receive this benefit. The key eligibility criteria are as follows:

Retirement Eligibility

The first requirement is that the officer must be eligible to retire under the rules set by the Tennessee retirement system. This means that the officer must meet all the general conditions for retirement, such as reaching the appropriate age or completing the necessary years of service, as outlined in the state's retirement plan. A public safety officer cannot qualify for the hazardous duty supplemental benefit without meeting these minimum retirement criteria.

Service Duration

The officer must have completed at least 20 years of creditable service, specifically as a public safety officer. This requirement ensures that the benefit is reserved for those who have devoted a significant portion of their careers to roles that involve considerable risk, such as law enforcement, firefighting, or corrections. The 20-year service threshold underscores the intent to reward an officer's long-term commitment to public safety.

Type of Retirement

Officers must retire under standard retirement conditions, meaning they must receive a service retirement allowance or an early service retirement allowance. Disability retirements do not qualify for the hazardous duty supplemental benefit. This distinction is important because the supplemental benefit is intended to reward officers who complete their service careers under normal circumstances rather than those who retire due to injury or illness.

Political Subdivision Eligibility

Should the public entity or political subdivision employer consider offering this TCRS retirement enhancement, it must take formal legislative action to offer supplemental hazardous duty benefits to its eligible officers.

Political Subdivision's Role

The local government entity that employs public safety officers, such as a city or county, plays a vital role in the process. The governing body must pass a resolution to authorize an actuarial study to determine the financial impact of implementing the hazardous duty supplemental benefit. This study is essential to understanding the long-term costs associated with the benefit. In addition, the local government must agree to take on the financial responsibility for these costs, ensuring that the state does not bear the burden.

Funding Requirements

After the benefit is implemented, the local government's retirement system must remain at least 70% funded. This condition is in place to maintain the financial health and long-term sustainability of the retirement system and prevent it from becoming underfunded due to the additional benefit. An important note, the cost of providing the hazardous duty supplemental benefit must be covered entirely by the local government, with no financial assistance from the state. This ensures that the local government is fully accountable for the financial commitments it makes to its officers.

In all cases, these eligibility requirements are in place to ensure that the hazardous duty supplemental benefit is both fair and financially sustainable. They balance the need to reward dedicated public safety officers with the practical considerations of maintaining a healthy retirement system at the local government level.

Additional Provisions of the Act

Public Chapter 919 includes several important provisions that outline how the hazardous duty supplemental benefit is managed and maintained over time. These included provisions ensure that the benefit remains fair, consistent, and aligned with broader retirement policies. Some key additional provisions are as follows:

Cost-of-Living Adjustments (COLA)

Retired officers who qualify for the hazardous duty supplemental benefit are entitled to receive regular adjustments to their benefit to account for inflation. These adjustments are intended to maintain the purchasing power of the benefit over time as the cost-of-living increases. These COLA adjustments are calculated separately from the officer's main retirement allowance. This separation ensures that the supplemental benefit is specifically adjusted for inflation, providing additional financial security for retired officers.

Duration of the Benefit

The hazardous duty supplemental benefit becomes active based on the officer's retirement timeline. Specifically, the benefit starts either on the officer's retirement date or when the officer turns 60 years old, whichever comes later. This timing ensures that officers receive the benefit when they are most likely to need it during retirement. The benefit continues to be paid out until one of two conditions is met: either the officer passes away, or the officer reaches the full retirement age as defined by the Social Security Act. This provision sets clear parameters for the duration of the benefit, ensuring it is provided during the officer's retirement years but not indefinitely.

Non-Retroactivity

March 1

The hazardous duty supplemental benefit is designed to apply only to those retiring after the effective date and future retirees who meet the eligibility criteria outlined in the law. This means that officers who retired before the law was enacted or before the benefit was made available are not eligible to receive it for past years. The non-retroactivity clause ensures that the benefit is implemented fairly and consistently when the law takes effect, avoiding the complexities and financial burdens that could arise from retroactively applying the benefit to past retirees.

These additional provisions are crucial in maintaining the integrity and sustainability of the hazardous duty supplemental benefit. They provide clear guidelines on how the benefit is adjusted for inflation, when it begins and ends, and to whom it applies, ensuring that the benefit serves its intended purpose without creating undue financial strain on the retirement system or local governments.

Implementation Date

The provisions of Public Chapter 919 were signed into law on May 3, 2024, and will take effect on January 1, 2025. This effective date is purposely chosen to give local governments plenty of time to prepare for the new retirement benefits. During this period, local governments must assess their current retirement systems, conduct necessary actuarial studies, and make financial adjustments to accommodate the hazardous duty supplemental benefit. This preparation phase is critical to ensuring a smooth transition to the new benefits structure and maintaining local retirement systems' financial health.

Conclusion

Public safety officers provide vital public safety services to the public at large. The job brings many significant inherent hazards that can cause serious physical and emotional injuries, including death. Public Chapter 919 represents a significant improvement in the retirement benefits offered to Tennessee's public safety officers. By introducing and passing the hazardous duty supplemental benefit, legislators acknowledge the inherent risks and challenges faced by law enforcement, firefighting, and corrections officers. This new benefit ensures that those who have dedicated their careers to protecting the public are appropriately compensated in retirement for the hazards they endured during their service. The passage of this bill underscores Tennessee's commitment to honoring and supporting the men and women who serve on the front lines, safeguarding the welfare of its citizens.

Questions or Assistance

Please contact the following MTAS staff with questions or for assistance.

- Marc Alley, UT CTAS
 Fire Management Consultant
 <u>Marc.Alley@tennessee.edu</u>
 423.715.4072
- Steven Cross, UT MTAS
 Fire Management Consultant
 <u>Steven.Cross@tennessee.edu</u>
 931.548.6827
- David Moore, UT MTAS
 Police Management Consultant
 <u>David.Moore@tennessee.edu</u>
 731. 514.2715
- Donald Pannell, UT MTAS
 Fire Management Consultant
 <u>Donald.Pannell@tennessee.edu</u>
 901.233.1434
- Jeff Stiles, UT MTAS
 Police Management Consultant
 <u>Jeff.Stiles@tennessee.edu</u>
 865.243.5447



United States Department of the Interior

U.S. GEOLOGICAL SURVEY Lower Mississippi-Gulf Water Science Center 640 Grassmere Park, Suite 100 Nashville, TN 37211

September 26, 2024

Ms. Mary Molepske City Recorder Town of Ashland City 233 Tenn Waltz Pkwy Suite 103 Ashland City, TN 37015

Dear Ms. Molepske:

Enclosed is an electronic version of our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Town of Ashland City one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), during the period October 1, 2024 through September 30, 2025 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$1,000 for a combined total of \$4,500. Please sign and return one fully-executed original to Desvin Jones, Lead Budget Analyst at 3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816 or gs-w-lmg_agreements@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 228-3643 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 326-9250 or gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight

Director, LMG Water Science Center

Enclosure 25MLJFATNDA085

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Water Resource Investigations

Customer #: 6000002544 Agreement #: 25MLJFATNDA085

Project #: ML00925 TIN #: 62-6000239

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$1,000 by the party of the first part during the period October 1, 2024 to September 30, 2025
 - (b) \$3,500 by the party of the second part during the period October 1, 2024 to September 30, 2025
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366 (May 2018) U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR Customer #: 6000002544 Agreement #: 25MLJFATNDA085

Project #: ML00925 TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered <u>annually</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

		USGS Technical Point of Contact		Customer Technical Point of Contact
	Name:	Drew Westerman Assistant Director - Data Chief, AR/TN	Name:	Mary Molepske City Recorder
	Address:	401 Hardin Road Little Rock, AR 72211	Address:	233 Tenn Waltz Pkwy Suite 103 Ashland City, TN 37015
	Telephone:	(501) 228-3643	Telephone:	(615) 792-4211 Ext 5221
39	Fax: Email:	(501) 228-3601 dawester@usgs.gov	Fax: Email:	(n/a) mmolepske@ashlandcitytn.gov
		USGS Billing Point of Contact		Customer Billing Point of Contact
	Name:	Desvin Jones	Name:	Jamie Winslett
	Address:	Lead Budget Analyst 3535 South Sherwood Forest Blvd.	Address:	Interim Finance Director PO Box 36
		Suite 120	riddicss.	Ashland City, TN 37015
		Baton Rouge, LA 70816	Telephone:	(615) 792-4211 Ext 5242
	Telephone: Fax:	(225) 326-9250	Fax:	(n/a)
	Fax. Email:	(225) 298-5490 gs-w-lmg_budget_finance_team@usgs.gov	Email:	accountspayable@ashlandcitytn.gov
		U.S. Geological Survey United States Department of Interior		Town of Ashland City
		<u>Signature</u>		<u>Signatures</u>
0	du R. K.	1-14	_	
-		Date: September 26, 2024	By	Date:
	odnéy R. Knig	• 00000	Name:	
Title: Dire	ector, LMG W	ater Science Center	Title:	
			P.V	Pata
			By	Date:
			Name: Title:	
			riue:	
			Ву	Date:
			Name:	
			Title:	

INDEPENDENT CONTRACTOR AGREEMENT

1. **THE PARTIES**. This Independent Contractor Agreement ("Agreement") made this February 3rd, 2025, is by and between:

Contractor: Joseph Nick Hunter with a mailing address of 514 Ed Harris Rd Ashland City, TN 37015 ("Contractor"), and

<u>Client</u>: <u>The Town of Ashland City</u> with a mailing address of <u>233 Tennessee Waltz Pkwy Ashland City TN 37015 ("Client")</u>.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Contractor and Client agree as follows:

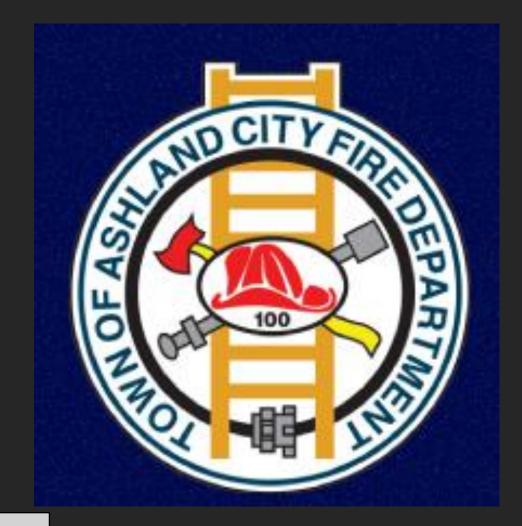
- 2. SERVICES. The Client agrees to pay the Contractor to perform the following services: <u>Defensive Driving Course 4 (Traffic School)</u>
- 3. TERM. The services shall begin on February 27th, 2025, and end: (check one)
 □ When the services are complete.
 X On the end date of December 31st, 2026.
 X With written notice of at least 60 days.
 - □ Other. _____
- **4. TERMINATION**. Either the Client or the Contractor: (check one) □ Cannot terminate this Agreement.
 - X Can terminate this Agreement, without cause, by giving the other party 60 day(s) notice and providing their obligations up until termination.
- **5. COMPENSATION**. In exchange for the services provided by the Contractor, the Client agrees to pay the following: (check one)
 - X \$250.00 / Class.
 - ☐ Commission in the amount of:
 - X Other: Upon completion of the DDC4 course.
- 6. ADDITIONAL PAY. The Contractor agrees that no other expenses will be paid for on behalf of the client including, but not limited to, travel or meal reimbursement.

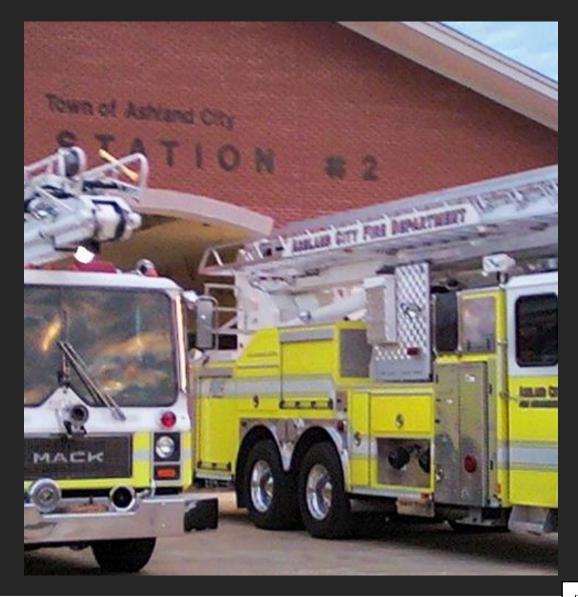
- **7. INDEMNIFICATION**. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.
- 8. OTHER BUSINESS ACTIVITY. The Contractor may engage in other business activities provided, however, that Contractor shall not during the term of this Agreement solicit the Client's employees, clients, accounts, or other related business endeavors of the Client.
- **9. ASSIGNMENT.** Neither the Client nor the Contractor may assign this Agreement without the express written consent of the other party.
- 10. RELATIONSHIP DEFINED. Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client. The Client employs the Contractor as an independent contractor, and the Contractor hereby accepts.
- 11.OTHER AGREEMENTS. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
- **12.LEGAL NOTICE**. All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail Return Receipt Requested, postage prepaid, addressed those mentioned in Section I.
- **13.GOVERNING LAW**. This Agreement shall be construed in accordance with and governed by the laws under the State of Tennessee.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Contractor's Signature: Print Name: Joseph Nick Hunter	Date: 1-31-2025
Client's Signature:	Date:
Print Name:	**************************************

REVISED PARTNERSHIP 2025-2026







NEWSCHANNEL5 2025-2026 CONTRACT SUMMARY

PRODUCT	PRODUCT DETAILS	2025 MO EST IMP (Apr-Sep)	2026 MO EST IMP (Apr-Sep)	TARGET AUDIENCE	MONTHLY/NET INVESTMENT	2025/2026 NET 6-Month Investment
CTV/OTT (Scripps Octane)	Video advertising on long form content. Ads play on TV-connected devices like: Roku, Apple TV, Smart TV, Amazon Fire, Xbox, PlayStation, Chromecast, or similar.	44,000	44,000	A18+, Counties/Zip Codes Homeowners and HHI	\$1,700	\$10,200/\$10,200
Google Display Network (GDN)	Online ads delivered through programmatic. Ads based on demo, behavioral, contextual, geographic. Retargeting, view-through, and conversion pixels.	250,000 (est.Impression) \$4CPM (April-Sept)	250,000 (Est Impressions) (April-Sept)	Key words/recruiting, Zip Codes or Counties	\$1,000 Minimum investment for a MINIMUM of 6-month	\$6,000/\$6,000 (6-months)
Display NewsChannel5 (Digital O&O)	Reach an engaged and Loyal audience who visit the NewsChannel5.com site daily for News, weather, sports and other topical information.	130,000 (\$8CPM)	130,000 (\$6CPM)	N/A	\$750	\$4,800/\$4,800 (5-month)

- 2025 Investment = \$20,000/NET
- 2026 Investment = \$20,000/NET
- Streaming and GDN 6- months
- NewsChannel5 Display 5-months

With 2025-2026 commitment - 1x:30 Spot Per Year will be Produced at NO COST as part of overall 2-year partnership

Commercial remains the property of NewsChannel 5 and may not air on competitive stations, unless purchased at full rate.

Accepted By Date

CONTRACT



www.newschannel5.com

- Page 69

And:

Ashland City Fire Department - Direct 402 N. Main Ashland City, TN 37015

Contract / Revision		Alt Order #		
1373510 /		AdBook_108005		
Advertiser		Original Date / Revision		
Ashland City Fire Department - Direct				
Estimate #				
04/01/25 - 09/30/26				
Product				
Ashland City Fire Department 2025 and 2026				
	ment - Direct Estimate #	1373510 / ment - Direct		

Billing Cycle	Billing Cale	endar	Cash/Trade
EOM/EOC	Calendar		Cash
Property	Account Ex	<u>kecutive</u>	Sales Office
WTVF	Rachael Ri	ichardson-l	WTVF Local
Special Handl	ing		
Demographic			
Households	_		
Agy Code	Advertiser	Code	Product 1/2
Agency Ref		Advertiser	Ref
158008		284142	
Spots/			

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
E 1 WTVF 04/30/25 04/30/25 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 04/28/25 05/04/25 1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 2 WTVF 05/31/25 05/31/25 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 05/26/25 06/01/25 1- 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 3 WTVF 06/30/25 06/30/25 Scripps Octane Start Date Week: 06/30/25 07/06/25 07/06/25 07/06/25 Weekdays 1 1 Spots/Week	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 4 WTVF 07/31/25 07/31/25 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 07/28/25 08/03/25 1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 5 WTVF 08/31/25 08/31/25 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 08/25/25 08/31/25 1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 6 WTVF 09/30/25 09/30/25 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 09/29/25 10/05/25 -1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 7 WTVF 04/30/26 04/30/26 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 04/27/26 05/03/26 1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 8 WTVF 05/31/26 05/31/26 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 05/25/26 05/31/26 1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 9 WTVF 06/30/26 06/30/26 Scripps Octane Start Date End Date Weekdays Spots/Week Week: 06/29/26 07/05/26 -1 1	Scripps Octane Rate \$1,500.00	:00	NS 1	\$1,500.00
E 10 WTVF 07/31/26 07/31/26 Scripps Octane	Scripps Octane	:00	NS 1	\$1,500.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

We apply a 2.7% surcharge to all payments made using a credit card. Scripps does not receive any portion of this fee. We do not accept prepaid cards.

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions. printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is rights-cleared for exhibition, distribution, performance, and/or retransmission by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video distributor or any other vi

on by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video deliver extension, but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back

Please select the following link to review the E.W. Scripps Broadcast Terms and Conditions. https://scripps.com/scripps-advertising-terms-and-conditions/



www.newschannel5.com

- Page 70

| Contract / Revision | Alt Order # | AdBook_108005

| Advertiser | Original Date / Revision | O2/07/25 / 02/07/25

Contract Dates

04/01/25 - 09/30/26

Product
Ashland City Fire Depart

Estimate #

	Start/End	Spots/		
*Line Ch Start Date End Date Description		ays Length Week Rate	Type Spots	Amount
Start Date Week: 07/27/26End Date 08/02/26Weekdays 1Spots/Week1	Rate \$1,500.00			
E 11 WTVF 08/31/26 08/31/26 Scripps Octane	Scripps Octane	:00	NS 1	\$1,500.00
Start Date Week: 08/31/26End Date 09/06/26Weekdays 1Spots/Week 	<u>Rate</u> \$1,500.00			
E 12 WTVF 09/30/26 09/30/26 Scripps Octane	Scripps Octane	:00	NS 1	\$1,500.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 09/28/26 10/04/261 1	\$1,500.00			•
E 13 WTVF 04/30/25 04/30/25 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Week: 04/28/25 End Date Weekdays Spots/Week	Rate \$1,000.00			
E 14 WTVF 05/31/25 05/31/25 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Start Date	Rate			* 1,000100
Week: 05/26/25 06/01/251 1	\$1,000.00			
E 15 WTVF 06/30/25 06/30/25 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Week: 06/30/25 End Date Weekdays Spots/Week	<u>Rate</u> \$1,000.00			
	. ,	.00	NC 4	£4,000,00
E 16 WTVF 07/31/25 07/31/25 Display Ads -All Ad Sizes Start Date End Date Weekdays Spots/Week	Display Ads -All Ad Rate	:00	NS 1	\$1,000.00
Week: 07/28/25 08/03/251 1	\$1,000.00			
E 17 WTVF 08/31/25 08/31/25 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Start Date	Rate			
Week: 08/25/25 08/31/251 1	\$1,000.00			
E 18 WTVF 04/30/26	Display Ads -All Ad	:00	NS 1	\$1,000.00
Week: 04/27/26	<u>Rate</u> \$1,000.00			
E 19 WTVF 05/31/26 05/31/26 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Start Date End Date Weekdays Spots/Week	Rate	.00	110	ψ1,000.00
Week: 05/25/26 05/31/26 1 1	\$1,000.00			
E 20 WTVF 06/30/26 06/30/26 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 06/29/26 07/05/26 -1 1	\$1,000.00			•
E 21 WTVF 07/31/26 07/31/26 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Week: 07/27/26 End Date Weekdays Spots/Week	<u>Rate</u> \$1,000.00			
E 22 WTVF 08/31/26 08/31/26 Display Ads -All Ad Sizes	Display Ads -All Ad	:00	NS 1	\$1,000.00
Start Date	Rate			* 1,000100
Week: 08/31/26 09/06/26 1 1	\$1,000.00			
E 23 WTVF 04/30/25 04/30/25 Aud Ext-G 300x250	4a-4x	:00	NS 1	\$1,000.00
Week: 04/28/25 End Date Weekdays Spots/Week	<u>Rate</u> \$1,000.00			
		.00	NC 4	¢4 000 00
E 24 WTVF 05/31/25 05/31/25 Aud Ext-G 300x250 Start Date End Date Weekdays Spots/Week	4a-4x Rate	:00	NS 1	\$1,000.00
Week: 05/26/25	\$1,000.00		j	
E 25 WTVF 06/30/25 06/30/25 Aud Ext-G 300x250	4a-4x	:00	NS 1	\$1,000.00
Start Date End Date Weekdays Spots/Week	Rate		ĺ	

(* Line Transactions: N = New, E = Edited, D = Deleted)

We apply a 2.7% surcharge to all payments made using a credit card. Scripps does not receive any portion of this fee. We do not accept prepaid cards.

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions. printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is rights-cleared for exhibition, distribution, performance,

ion by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video programming distributor or an

Please select the following link to review the E.W. Scripps Broadcast Terms and Conditions. https://scripps.com/scripps-advertising-terms-and-conditions/



www.newschannel5.com

- Page 71

Contract / Revision Alt Order # 1373510 AdBook_108005

Advertiser Original Date / Revision Ashland City Fire Department - Direct 02/07/25 / 02/07/25

Contract Dates Product Estimate # Ashland City Fire Depart 04/01/25 - 09/30/26

	Start/End	Spots/		
*Line Ch Start Date End Date Description	Time	Days Length Week Rate	Type Spots	s Amount
Start Date End Date Weekdays Spots/Week Week: 06/30/25 07/06/25 1 1	Rate \$1,000.00			
E 26 WTVF 07/31/25 07/31/25 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date Week: 07/28/25End Date 08/03/25Weekdays 1Spots/Week 	Rate \$1,000.00			
E 27 WTVF 08/31/25 08/31/25 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date Week: 08/25/25End Date 08/31/25Weekdays 1Spots/Week 	<u>Rate</u> \$1,000.00			
E 28 WTVF 09/30/25 09/30/25 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date End Date Weekdays Spots/Week 10/05/25 10/05/25 -1 1	<u>Rate</u> \$1,000.00			
E 29 WTVF 04/30/26 04/30/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date Week: 04/27/26End Date 05/03/26Weekdays 1Spots/Week1	<u>Rate</u> \$1,000.00			
E 30 WTVF 05/31/26 05/31/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date Week:End Date 05/25/26Weekdays 05/31/26Spots/Week 	Rate \$1,000.00			
E 31 WTVF 06/30/26 06/30/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Week: 06/29/26 End Date Weekdays Spots/Week	<u>Rate</u> \$1,000.00			
E 32 WTVF 07/31/26 07/31/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date End Date Weekdays Spots/Week	Rate			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Week: 07/27/26 08/02/26 1 - 1	\$1,000.00			
E 33 WTVF 08/31/26 08/31/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Start Date Week: 08/31/26End Date 09/06/26Weekdays 1Spots/Week 1	Rate \$1,000.00			
E 34 WTVF 09/30/26 09/30/26 Aud Ext-G 300x250	4a-4x	:00	NS	1 \$1,000.00
Week: 09/28/26 End Date Weekdays Spots/Week	<u>Rate</u> \$1,000.00			
1000K. 00/20/20 10/04/20 1 1	ψ1,000.00			4 44 44 44
		Totals	3	4 \$40,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

We apply a 2.7% surcharge to all payments made using a credit card. Scripps does not receive any portion of this fee. We do not accept prepaid cards.

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is rights-cleared for exhibition, distribution, performance,

but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back

ITEM # 13.



www.newschannel5.com

Contract / Revision	Alt Order #
1373510 /	AdBook_108005

Advertiser Original Date / Revision 02/07/25 / 02/07/25

Contract Dates	Product	Estimate #
04/01/25 - 09/30/26	Ashland City Fire Depart	

Time Peri	od	# of Spots	Gross Amount	Net Amount
04/01/25	-04/30/25	3	\$3,500.00	\$3,500.00
05/01/25	-05/31/25	3	\$3,500.00	\$3,500.00
06/01/25	-06/30/25	3	\$3,500.00	\$3,500.00
07/01/25	-07/31/25	3	\$3,500.00	\$3,500.00
08/01/25	-08/31/25	3	\$3,500.00	\$3,500.00
09/01/25	-09/30/25	2	\$2,500.00	\$2,500.00
04/01/26	-04/30/26	3	\$3,500.00	\$3,500.00
05/01/26	-05/31/26	3	\$3,500.00	\$3,500.00
06/01/26	-06/30/26	3	\$3,500.00	\$3,500.00
07/01/26	-07/31/26	3	\$3,500.00	\$3,500.00
08/01/26	-08/31/26	3	\$3,500.00	\$3,500.00
09/01/26	-09/30/26	2	\$2,500.00	\$2,500.00
Totals		34	\$40,000.00	\$40,000.00

Signature:	Date:
orginataro.	- 410.

(* Line Transactions: N = New, E = Edited, D = Deleted)

We apply a 2.7% surcharge to all payments made using a credit card. Scripps does not receive any portion of this fee. We do not accept prepaid cards.

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions. printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is rights-cleared for exhibition, distribution, performance, and/or rotroecomics on by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video delivery exertoments, but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back

- Page 72 -

Please select the following link to review the E.W. Scripps Broadcast Terms and Conditions. https://scripps.com/scripps-advertising-terms-and-conditions/

ITEM # 13.

RESOLUTION 2025-07

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ACCEPT THE GRANT AWARD OF \$ 35,160.000 FROM THE VOLUNTEER FIREFIGHTER EQUIPMENT AND TRAINING GRANT.

WHEREAS Tenn code ann. 68-102-154 establishes the volunteer firefighter equipment and training grant program for the purpose of awarding funds to volunteer fire departments for equipment and training to better protect firefighters and the communities they serve; and

WHEREAS the grant program has 2 components; and

WHEREAS grant will reimburse the local cost share (typically 5% or 10% of the total award depending on the population) of a federally awarded grant to a volunteer fire department for the purchase of firefighting equipment and training; and

WHEREAS grant allows volunteer fire departments to apply directly to the state fire marshal's office (SFMO) for equipment and/or specialized training (Vehicles and/or fire apparatus are not eligible under this grant); and

WHEREAS the state has completed the evaluation of all applicants and the subject procurement records are open for public inspection. Ashland City Fire Department was determined to have met the mandatory requirement items as set forth in the Technical Response and evaluation guide of the Solicitation and selected by the grant award selection committee to be considered for award of grant funds in the amount of \$ 35,160.00; and

WHEREAS it is a 100% no match grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ACCEPT THE GRANT AWARD FROM VOLUNTEER FIREFIGHTER EQUIPMENT AND TRAINING GRANT IN THE AMOUNT OF \$ 35,160.00.

We, the City Council, are meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor	Voting Against
Attest:	
Mayor	City Recorder



GOVERNMENTAL GRANT CONTRACT
(cost reimbursement grant contract with a federal or Tennessee local agents and instrumentalities) (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

1796	agents and	motramor	rtantioe	·)				
Begin Dat	te	End Dat	te		Agency	/ Tracking #		Edison ID
N	March 1, 2025	Fel	oruary	28, 2026		33501-2525214		84607-99
Grantee L	egal Entity Name	Э						Edison Vendor ID
Town	of Ashland Ci						0000001534	
Subrecipi	ent or Recipient		Assis	tance Listing	Number			
S	ubrecipient							
⊠ R	ecipient		Grant	ee's fiscal ye	ar end			
Service C	aption (one line o	only)						
Volun	teer Firefighter	Equipmen	t and 1	Γraining Grar	nt Progra	am		
Funding - FY	– State	Federal		Interdeparti	montal	Other	Тот	AL Grant Contract Amount
2025	\$35,160.00	reuerai		interdeparti	ileiitai	Other	101	\$35,160.00
	· ,							
TOTAL:	\$35,160.00							\$35,160.00
				l				
Grantee S	Selection Process	Summary	<u> </u>					
Com	petitive Selection	า		rocured pursuant to the Department's approved Delegated Grant Authority				
				(Edison #84607) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4)				
Non-	competitive Sele	ection						
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CF	PO US	E - GG		
Speed Chart (optional) Account Code (optional)								

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF COMMERCE AND INSURANCE STATE FIRE MARSHAL'S OFFICE AND TOWN OF ASHLAND CITY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of grant funds under the Volunteer Firefighter Equipment and Training Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Tenn. Code Ann. § 68-102-154 creates the Volunteer Firefighter Equipment and Training Program ("Program"). The Program establishes a fund for volunteer fire departments to use their local match portion from federal grants for equipment and training and creates a State grant program awarding funds to volunteer fire departments for equipment to better protect volunteer firefighters and the communities they serve. In accordance with the grant guidelines adopted by the State, the Grantee responded to a grant solicitation by submitting a Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B), which was reviewed by the selection committee.
- A.3. The State shall award a grant in the amount specified in C.1. to the Grantee in accordance with the awarded line items included in the Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B) and specified in the Grant Budget Line-Item Detail (Attachment A).
- A.4. The Grantee shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.
- A.5. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed in subsections b. and c. below);
 - b. the State grant solicitation as may be amended; and
 - c. the Grantee's Volunteer Firefighter Equipment and Training Grant Program application (Attachment B) incorporated to elaborate supplementary scope of service specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on March 1, 2025 ("Effective Date") and ending on February 28, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- Page 75 - | ITEM # 14.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-five thousand one hundred sixty dollars (\$35,160.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. <u>Grant Budget and Revisions to Grant Budget Line-Items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
 - a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. <u>Disbursement Reconciliation and Close Out.</u> The Grantee shall submit a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

- payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Allie Stevens, Associate General Counsel Department of Commerce and Insurance Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243 allie.stevens@tn.gov Telephone # (615) 532-3812

The Grantee:

Tracey Knack
Town of Ashland City
233 Tennessee Waltz Pkwy
Ashland City, TN 37015
tknack@ashlandcitytn.gov
Telephone # 615-792-4531

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
 - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Granter State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the

Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any

securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

- remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,		
TOWN OF ASHLAND CITY:		
GRANTEE SIGNATURE	DATE	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY	(above)	
DEPARTMENT OF COMMERCE AND INSURANCE:		
CARTER LAWRENCE. COMMISSIONER	DATE	

- Page 85 -

ATTACHMENT A

GRANT BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable

Period: BEGIN: March 1, 2025 END: February 28, 2026

EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	0.00	0.00	0.00
Professional Fee, Grant & Award ²	\$35,160.00	0.00	\$35,160.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
Travel, Conferences & Meetings	0.00	0.00	0.00
Interest ²	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Specific Assistance To Individuals	0.00	0.00	0.00
Depreciation ²	0.00	0.00	0.00
Other Non-Personnel ²	0.00	0.00	0.00
Capital Purchase ²	0.00	0.00	0.00
Indirect Cost	0.00	0.00	0.00
In-Kind Expense	0.00	0.00	0.00
GRAND TOTAL	\$35,160.00	0.00	\$35,160.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Full Set of Turnout Gear including SCBA	
SCBA Units (harness, face piece, 2 cylinders)	
Boots	\$3,200.00
Bunker Coats	\$14,400.00
Bunker Pants	\$11,200.00
Gloves (Firefighting)	\$1,000.00
Goggles	\$ 640.00
Helmets	\$3,600.00
Hoods (Firefighting)	\$1,120.00
SCBA Spare Cylinders	
Federal grant cost share	
Air Compressor/Fill Station	
PPE Washer/Dryer	
Equipment Decon Machine	
Portable Radios for Firefighters	
Thermal Imaging Cameras	
Hose	
Hose Accessories	
SKID Units	
Other	
Training	
TOTAL:	\$35,160.00



Solicitation Name: Volunteer Firefighter Equipment and Training Grant Program

Application ID

2024-2184

Application Type

Volunteer Firefighter Equipment and Training

Acknowledgement

Solicitation Document: 84607_DGA_-_FY25_VFD_Grant.pdf

Solicitation Name: Volunteer Firefighter Equipment and Training Grant Program

Brief Description: Tenn. Code Ann. § 68-102-154 establishes the Volunteer Firefighter

Equipment and Training Grant Program ("Program") for the purpose of awarding funds to volunteer fire departments for equipment and training to better protect firefighters and the communities they serve. The Program provides for ten million dollars (\$10,000,000) to be disbursed to applicant volunteer fire departments equally across the three (3) Grand Divisions.

Program Purpose: The Volunteer Firefighter Equipment and Training Grant was passed by the General Assembly in 2019 and became effective on January 1, 2020. The grant program has two components:

- 1. Reimburse the local cost share (typically 5% or 10% of the total award depending on population) of a federally awarded grant to a volunteer fire department for the purchase of firefighting equipment and training.
- 2. Allows volunteer fire departments to apply directly to the State Fire Marshal's Office (SFMO) for firefighting equipment and/or specialized

*Vehicles and/or fire apparatus are not eligible under this grant.

Released On: November 01, 2024

Completed Application November 27, 2024 14:00:00

Due By:

ITEM # 14.



I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

Organization Information Acknowledgement

Click on the link below to view your organization profile. Please ensure that your organization profile is up-to-date before submitting this application.

Organization Profile

I attest that my organization profile is up-to-date.

Qualification Criteria

Instructions

- Below is a list of criteria that defines a "qualified organization" for those applying for funding through for volunteer fire departments to utilize for necessary equipment & training.
- Check ALL criteria statements that apply to your organization.

Criteria List

Verified that fire department recognition is up-to-date pursuant to TCA § 68-102-304

Verified compliance with the National Fire Incident Reporting System (NFIRS) reporting as pursuant to TCA § 68-102-111

Verified that my fire department is current with annual financial report filings with the Comptroller of the Treasury as pursuant to TCA § 68-102-309

General Information



Organization Information: Ashland City Fire Department

402 N. Main Street

Ashland City, Tennessee, 37015

Phone: 615-792-4531

FDID: 11121

Applicant meets all minimum applicable training requirements for their incident response types

Yes

Series 100 Fire Reported Calls

Number of series 100 fires reported last year

70

Number of series 100 fires reported the year prior

45

Number of series 100 fires reported 2 years prior

68

Total Reported

Click on the Save Draft button to calculate the total.

183

Expenditures

Budget numbers are the numbers for your department only. For non-profits, it would be the entire budget. For departments that are a part of city or county government, please include ONLY the budget for your department NOT the entire budget for the city/county.



Expenditures reported last year

\$1,826,239

Expenditures reported the year prior

\$1,682,988

Expenditures reported 2 years prior

\$1,681,115

Total Expenditures

Click on the **Save Draft** button to calculate the total.

\$5,190,342

Scope of Service

Application



What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

Listed below are items that we are requesting, ranked in the order of our desire to receive them. The XXXX Fire Department is an all-hazards department, which means we respond to any and all calls within our fire district, regardless of what they are. These calls will range from customer assistance and medical calls, to fires, wrecks, rescue operations of all types and any hazmat calls. All items requested are greatly needed and will assist and improve the ability of this department to protect and serve our community and beyond:

- 1) The PPE gear we are requesting is to replace gear that is currently in use and expired and also currently in use, but due to expire in 2025. This gear is most important for our firefighters because if it fails due to age, our firefighters will not be protected. Proper personal protection is essential to help protect our firefighters not only from injuries from fires, but it also protects them from lingering effects of this working environment. These lingering effects can be anything from burns to fatal cancers. Providing adequate protection is a priority for this department. Being awarded this grant will help us maintain our ability to make sure our firefighters are safe and using the best possible equipment and gear available.
- 2) Rope Rescue Equipment Most people think rope rescue is a low frequency, high risk tactic. While your dramatic 100 foot plus rescue may be just that, every year we respond to many incidents that require some sort of rope rescue. Most of these also involve motor vehicle crashes, due to the terrain which we cover. Other incidents include tree stand rescues, rescues form the tops of buildings and high angle rescue on the cliffs in the area. Nearly all of the soft equipment we currently have, which is to say any rope, webbing, harness, rigging straps, ect, are expired. The same is true for the hardware that has a set expiration date. All these items desperately need to be replaced as they are at least 15 years old. Replacement would insure that the equipment being used is of top quality and not worn down after years of use.

Budget



Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

Budget Year

Last Modified

No Results Found

Application Request Amount

How much total funding are you requesting?

\$69,215.12

Budget Summary

All items requested must meet the most current applicable standard.

Item Description	Priority	Number of Items in Current Inventory	Number of Items Requested for Replacement	Avg Age of Items Requested for Replacement (In Years)	Number of New Items Requested	Total Number of Items Requested (Replacement and New)	Item Price (per unit)	Total Cost
Full Set of Turnout Gear including SCBA	High							
SCBA Units (harness, facepiece, 2 cylinders)	High							
Boots	High	8	8	10	0	8	\$400.00	\$3,200.00
Bunker Coats	High	8	8	10	0	8	\$1,800.00	\$14,400.00
Bunker Pants	High	8	8	10	0	8	\$1,400.00	\$11,200.00
Gloves (Firefighting)	High	8	8	10	0	8	\$125.00	\$1,000.00
Goggles	High	8	8	10	0	8	\$80.00	\$640.00
Helmets	High	8	8	10	0	8	\$450.00	\$3,600.00
Hoods (Firefighting)	High	16	16	10	0	16	\$70.00	\$1,120.00
SCBA Spare Cylinders	High							
Federal grant cost share	High							
Air Compressor/Fill Station	High							
PPE Washer/Dryer	High							
Portable Radios for Firefighters	Medium							
Thermal Imaging Cameras	High							



Hose	Medium							
Hose Accessories	Medium							
SKID Units								
Other								
SAR Tactical Helmet		8	8	15	0	8	\$420.00	\$3,360.00
Shroud Headlamp Adapter		8	8	15	0	8	\$20.02	\$160.16
EXFIL Picatinny Quick Release Adapter		8	8	15	0	8	\$74.62	\$596.96
Confined Space Rescue Rigging Kit		1	1	15	0	1	\$10,637.00	\$10,637.00
Global Quick Harness-Medium		4	4	15	0	4	\$549.00	\$2,196.00
Global Quick Harness-Large		4	4	15	0	4	\$549.00	\$2,196.00
ProSwivel Pulley		4	4	15	0	4	\$200.00	\$800.00
Double Clutch TTRS Kits		2	2	15	0	2	\$5,249.00	\$10,498.00
ProSwivel SwivaBiner		4	4	15	0	4	\$170.00	\$680.00
Line Deployment Kit		1	1	15	0	1	\$2,931.00	\$2,931.00
Training					Number of firefighters receiving training:			
TOTAL AMOUNT REQUESTED								\$69,215.12

Are the funds requested going to be used for a federal grant cost share?

If you are applying for the local cost share of a federal grant, the full award package MUST be attached to this application under the **Supporting Documentation** tab.

No

Roster

Roster

Name	Identify	Meets minimum state training requirement	TFACA PSID
James Walker	Career	Yes	5695
Derek Noe	Career	Yes	1614



Ken Millett	Career	Yes	1599
Tony Clark	Career	Yes	1431
Matthew Waldron	Career	Yes	6566
Blaine Higgins	Career	Yes	18458
Ernie Franklin	Career	Yes	26234
Dustin Shadowens	Career	Yes	5244
Jared Chandler	Career	Yes	9336-0413
John Sullivan	Career	Yes	31604
Jordan Fox	Career	Yes	9025-9190
Richard Murphy	Career	Yes	28379
Bryan Leech	Career	Yes	29765
Zachary Christy	Career	Yes	4561-3347
Justin Bracey	Career	Yes	26567
Richard Alexander	Volunteer	Yes	3667
Neal Arrington	Volunteer	Yes	9749-5375
Brian Biggs	Volunteer	Yes	6560
James Blackwell	Volunteer	Yes	5828
Andrew Bowden	Volunteer	Yes	1069-3109
Michael Buroker	Volunteer	Yes	8000-0397
Ryley Canda	Volunteer	Yes	5268-1186
David Caruthers	Volunteer	Yes	8659
Jonathan Coulon	Volunteer	Yes	13368
Kenny Crowson	Volunteer	Yes	1813
Brandon Davis	Volunteer	Yes	4892-5694
Blake Gay	Volunteer	Yes	6596-0885
Brandon George	Volunteer	Yes	9116-6972
Kory Green	Volunteer	Yes	4238
Stanley Ham	Volunteer	Yes	10383
Zachary Horn	Volunteer	Yes	6594-0847
Chase Hosmer	Volunteer	Yes	5187-3551
Matthew Johnson	Volunteer	Yes	5321-2497
William Jones	Volunteer	Yes	1818-3781
Stephen Kent	Volunteer	Yes	2034-9282



Andrew Klahn	Volunteer	Yes	7258-2217
Daniel LePage	Volunteer	Yes	8126-8342
Mason Lovell	Volunteer	Yes	5056-4754
Andreas Maple	Volunteer	Yes	4383-8078
Jaden Matthews	Volunteer	Yes	6688-8147
Bret Miles	Volunteer	Yes	31515
Stephanie Miller	Volunteer	Yes	2931-1020
Christian Moffett	Volunteer	Yes	8155-3954
Cody Morgan	Volunteer	Yes	35187
Blake Moulton	Volunteer	Yes	6346-4673
Seth Moulton	Volunteer	Yes	4815-2990
Hunter Mounce	Volunteer	Yes	9650-5087
Tyler Nelson	Volunteer	Yes	1370-7912
Will Nicholson	Volunteer	Yes	792
Michael Osman	Volunteer	Yes	23904
Daniel Raike	Volunteer	Yes	2267-9649
Peter Repetto	Volunteer	Yes	8614-7774
Gregory Reynolds	Volunteer	Yes	3600-7492
Brian Richardson	Volunteer	Yes	9644
James Robertson	Volunteer	Yes	1366-2082
Brian Sesler	Volunteer	Yes	12608
KeJuan Smith	Volunteer	Yes	7042-6715
Michael Wilson, Jr	Volunteer	Yes	23911
Mark Wilson	Volunteer	Yes	23912

Instructions

- 1. Click on the **Move to Roster Information** button below to begin filling out your Roster for this application.
- 2. You will be redirected to the new Roster page.



New Roster:

Supporting Documentation

Attention

Upload any copies of quotes or additional documents to support your application, here.



W9

Town_of_AC_-_W9.pdf 385.2 KB - 11/21/2024 10:36 AM cer tifi ed

tha

tΙ

Total Files: 1

ha ve att

ac

he d all req uir

ed /re qu est

ed do cu

me nts

list ed

ab ov

e.

Additional Documents

Organization Contacts

- Page 98 -



Assign Authorized Tracey Knack **Official:**

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Roster Data Exported:

RESOLUTION 2025-08

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO UPDATE SECTION III. LEAVE OF THE POLICIES AND PROCEDURE MANUAL GOVERNING THE EMPLOYMENT WITH THE TOWN OF ASHLAND CITY, TENNESSEE.

WHEREAS regular full time and regular time employees shall be allowed three (3) days, twenty-four (24) hours pay for full time and twelve (12) hours or part time employees, (1) 24-hour shift for the Fire Department employees, leave with pay for the death of an immediate family member, and;

WHEREAS Immediate family is defined as Spouse, Parent, Children, Brothers, Sisters, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law (Current in-laws), Grandparents, Grandchildren, Stepparents, Foster parents, and Step Siblings; and

WHEREAS an extra day may be allowed when out of state travel is required, as approved by the employee's department head; and

WHEREAS any employee who wishes to take time off for death of a non-immediate family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, or vacation time for a period not to exceed three (3) days; and

WHEREAS in the event the employee does not have enough paid time off employees may seek the approval from the mayor for temporary "leave without pay"; and

WHEREAS an employee that claims bereavement leave, will be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to approve the bereavement Policy in the Policies and Procedures Manual.

We, the City Council, meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Mayor	City Recorder	
Attest:		
Voting in Favor	Voting Against	

BEREAVEMENT LEAVE (current)

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an immediate family member. Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, foster parents, and stepsiblings. (Current in-laws) An extra day may be allowed when out of state travel is required, as approved by the employee's department head. Any employee who wishes to take time off for death of family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay." An employee who claims bereavement leave, at the discretion of the department head, may be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

BEREAVEMENT LEAVE (updated)

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, (1) 24-hour shift for the Fire Department employees, leave with pay for the death of an immediate family member. Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, foster parents, and stepsiblings. (Current in-laws) An extra day may be allowed when out of state travel is required, as approved by the employee's department head. Any employee who wishes to take time off for death of non-immediate family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, or vacation time for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay." An employee who claims bereavement leave, will be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

- Page 101 - | ITEM # 15.

BEREAVEMENT LEAVE (current)

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an immediate family member. Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, foster parents, and stepsiblings. (Current in-laws) An extra day may be allowed when out of state travel is required, as approved by the employee's department head. Any employee who wishes to take time off for death of family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay." An employee who claims bereavement leave, at the discretion of the department head, may be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

BEREAVEMENT LEAVE (updated)

Regular full-time and regular part-time employees shall be allowed three (3) days, twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, (1) 24-hour shift for the Fire Department employees, leave with pay for the death of an immediate family member. Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, foster parents, and stepsiblings. (Current in-laws) An extra day may be allowed when out of state travel is required, as approved by the employee's department head. Any employee who wishes to take time off for death of non-immediate family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, or vacation time for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay." An employee who claims bereavement leave, will be required to furnish confirmation of the death which may include an obituary notice or funeral home announcement.

- Page 102 - | ITEM # 15.

as soon as possible after the event occurs and follow the grievance policy section IX, segment J of the policy manual.

How to Report a Retaliation Incident

If an employee, applicant for employment, or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report those incidents as soon as possible after the event occurs and follow the grievance procedure set forth in section IX, segment J of the policy manual.

SECTION IX - MISCELLANEOUS POLICIES

ASHLAND CITY DRESS CODE

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

The dress policy pertains to all full-time, part-time, or temporary employees. Field Dress: An employee who must visit/work at current and potential construction site/location may dress appropriately for the work environment. Appropriate dress includes jeans, work uniforms, work jackets and work or protective boots/shoes. However, at all times, common sense and good taste must apply towards any clothing worn.

Examples of Inappropriate Attire at Work:

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

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

The department head is responsible for:

- (1) Ensuring employees under his or her supervision are informed of this policy.
- (2) Notifying an employee when his or her dress and personal grooming fall outside the provisions of the city's business dress policy. An employee is responsible for:
 - (1) Complying with Ashland City's Business Casual Dress Policy;

RESOLUTION 2025-09

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

WHEREAS a public employee of the Town of Ashland City, you are expected to maintain a standard of dress which reflects good taste. The kind of work determines the clothing you should wear, and your attire should meet accepted professional standards and safety regulations. Your supervisor can council you on appropriate attire for your job and your department. In several departments, uniforms are issued for wear. This uniform policy immediately identifies you as a Town of Ashland City employee. You are expected to wear your uniform neatly and in accordance with departmental standards.

WHEREAS the list of appropriate Slacks/Skirts/Dresses/ Shirts/ Shoes are listed in detail in the attached policy change.

WHEREAS the list of inappropriate Slacks/Skirts/Dresses/ Shirts/ Shoes are listed in detail in the attached policy change.

WHEREAS if an employee comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire and return to work. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

WHEREAS if the problem continues the employee will be subject to corrective action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approves the updated Dress Code Policy.

We, the City Council, are meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor	Voting Against	
Attest:		
Mayor	City Recorder	

ASHLAND CITY DRESS CODE

As a public employee of The Town of Ashland City, you are expected to maintain a standard of dress which reflects good taste. The kind of work that you do determines the clothing you should wear, and your attire should meet accepted professional standards and safety regulations. Your supervisor can counsel you on appropriate attire for your job and your department. In several departments, uniforms are issued for wear. This uniform immediately identifies you as a Town of Ashland City employee. You are expected to wear your uniform neatly and in accordance with departmental standards.

Appropriate	Inappropriate						
Slacks/Skirts/Dresses							
 Khakis or corduroys Jeans (must be clean and free of excessive bleaching, rips, tears and fraying; may not be excessively tight or revealing) Skorts, Capris Skirts, Dresses (knee length) 	 Sweatpants, leggings, exercise wear Shorts, low-rise or hip-hugger pants or jeans Skorts, Skirts, Dresses (above the knee) 						
Shirts							
 Polo collar knit or golf shirts City logo wear Only T-shirts with Ashland City Promo Short-sleeved blouses or shirts Turtlenecks Jackets or sweaters 	 T-shirts or sweatshirts Beachwear Sleeveless blouses or shirts Exercise wear Crop tops, clothing showing midriffs, spaghetti straps 						
Shoes							
 Casual, low-heeled, open-back shoes (e.g., mules, sling backs) Sandals, Athletic shoes 	• flip-flops						

If an employee comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire and return to work. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards. If the problem continues the employee will be subject to corrective action.

RESOLUTION 2025-10

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ADD TO SECTION IX,
MISCELLANEOUS POLICIES: CHILDREN IN THE WORKPLACE OF THE PERSONNEL POLICIES AND
PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY

WHEREAS employees are welcome to bring their children to visit their worksite, provided that the visits are infrequent, brief and planned in a fashion that limits disruption to the workplace; and

WHEREAS while children are in the workplace they must be directly supervised by the host/parent. If the frequency, length or nature of the visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action; and

WHEREAS employees are not permitted to bring ill children to work. This policy is not to be utilized as a backup childcare arrangement; and

WHEREAS employees are provided with paid time off benefits which should be used for personal reasons or to care for an ill child; and

WHEREAS due to proper liability, employee productivity, and maintaining a professional decorum, many companies state that bringing your child to work is inappropriate and should be avoided; and

WHEREAS the Town of Ashland City employees may not care for their own children during any working hours at any city office; and

WHEREAS the city wants to provide an environment which allows employees the ability to work and not be distracted by concerns about dependent children; and

WHERAS if a dependent child is ill, you may use sick days to care for a dependent child; and

WHEREAS employees with dependents who have a health problem should contact their department head or human resources concerning eligibility for leave.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE ADDITION OF THE CHILDREN IN THE WORKPLACE POLICY IN SECTION IX MISCELLANEOUS POLICIES SECTION OF THE EMPLOYEE MANUAL.

We, the City Council, are meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

	
Mayor	City Recorder

Children in the Workplace Policy

Employees are welcome to bring their children to visit their worksite, provided that the visits are infrequent, brief and planned in a fashion that limits disruption to the workplace. While children are in the workplace, they must be directly supervised by the host/parent. If the frequency, length or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. This policy is not to be utilized as a backup childcare arrangement. Employees are provided with paid time off benefits which should be used for personal reasons or to care for an ill child.

Due to property liability, employee productivity, and maintaining professional decorum, many companies clearly state that bringing your child to work is inappropriate and should be avoided.

The Town of Ashland employees may not care for their own children during any working hours at any City Office. The City wants to provide an environment which allows employees the ability to work and not be distracted by concerns about dependent children. If a dependent child is ill, you may use sick days to care for a dependent child. Employees with dependents who have a health problem should contact their Department Head or Human Resources concerning eligibility for leave.

- Page 107 -



Tennessee Bureau of Workers' Compensation 220 French Landing Drive, I-B Nashville, TN 37243-1002

Phone: 615-532-1321 FAX: 615-253-5265 Email: <u>DFW.Program@tn.gov</u> http://www.tn.gov/workforce/article/drug-free-workplace-program

DRUG FREE WORKPLACE PROGRAM APPLICATION

- 1. This application must be complete, legible and signed or it will be RETURNED.
- 2. This application must be resubmitted anytime the employer changes insurance carriers.
- 3. This form must be submitted to the Bureau. Please include the completed original copy of this form plus one photocopy, a copy of PROOF OF COVERAGE and two pre-addressed, stamped envelopes:
 - a. One addressed to your Workers' Compensation Insurance Carrier and
 - b. One addressed to the employer named below.

4. THIS APPLICATION MUST BE	RENEWED ANNUALLY.		1			
Check One: New applicat	ion Renewal	application	Changed Insurance Carrier			
Company Name Town of Ashland	City		FEIN: 62-6000239			
Mailing Address P. O. Box 36		_{City} As	hland City	State & 2	_{Zip} TN 3	37015
Business Address 233 Tennessee			shland City		•	
					•	
Phone #615-792-4211			olack@ashl	andcityth.g	ΙΟV	
Name of Substance Abuse Program Admi	nistrator Workforce Es	sentials				
Nature of Business Town of Ashlar	nd City	Total # of FT	& PT employee	<u>S</u>		
Workers' Compensation Insurance Carrier)					
Lab Certification (circle one): SAMHSA	CAP-FUDTAP Other					
Name of Testing Laboratory Quest Dia	agnostics	Tuck	er	_ _{State} GA	_{ZIP} <u>30</u>)084
Name of Medical Review Officer (MRO)	ichard Weinstein (Ph	niladelphia, PA 1915	4) Phone # 80	0-324-378	4	
Have all employees hired prior to the date	of this application been provi	ded at least one hour of sub	ostance abuse tr	aining?	Yes	No
Have all employees hired prior to the date	of this application been inforr	med of your company's drug	g free program p	olicies?	Yes	No
Effective date of your program						
Renewal applicants only:						
Number of tests performed in past 12 m	onths for each of the follow	ing:				
Job Applicants: Total	Positive	Routine Fitness for Duty	: Total	_ Positive		
Post work accident: Total	Positive	EAP Follow-up:	Total	_ Positive		
Random (optional): Total	Positive	Reasonable Suspicion	Total	_ Positive		
Have all employees that have undergone	substance abuse training ack	nowledged, in writing, their	attendance at the	at training and th	ne existen	ice of
your company's drug free program policies	s? Yes No					
I hereby certify that all provisions and been met and implemented. (To be si		essee Drug-Free Workpl	ace Program a	s established	by T.C.A	. have
Owner/Officer's Signature and title		Printed name			Date	
Bureau of Workers' Compensation Re	 epresentative Signature	Title		Acc	epted Da	 ate

RDA 10183

RESOLUTION 2025-12

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO FORMALLY ACCEPT THE MULTIMODAL GRANT AWARD OF \$ 618,569.40 FOR OUR PROJECT, BICENTENNIAL TRAIL.

WHEREAS the letter of acceptance of grant award for Bicentennial Trail Grant; and

WHEREAS on behalf of the Town of Ashland City, we are grateful for the support and confidence in our ability to execute this project; and

WHEREAS the grant award is in the amount of \$ 618,569.40; and

WHEREAS we are committed to holding up the 5% local match for the grant; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, formerly accept the Multimodal grant for the Bicentennial Trail Project.

We, the City Council, meeting in Regular Session on this the 11th day of February, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor	Voting Against
Attest:	
Mayor GERALD GREER	City Recorder MARY MOLEPSKE



P.O. Box 402 Castalian Springs, TN 37031 615.423.0296 impactpyro.com

January 8, 2024

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 and additional information for your fireworks display to be held on June 7, 2025.

Proposed Display Options

BUDGET / DISPLAY OVERVIEW

\$16,500 – Aerial display consisting of shells up to 6" in diameter. Show duration is 15-20 minutes. Minimum shell count is as follows:

3" - 480 min

4" - 120 min

 $5" - 72 \min$

6" - 54 min

Multi Shot Cakes - 4 min

\$21,000 – Aerial display consisting of shells up to 6" in diameter. Show duration is 17-20 minutes. Minimum shell count is as follows:

3" - 600 min

 $4" - 180 \min$

5" - 108 min

6" - 72 min

Multi Shot Cakes - 8 min

\$25,000 – Aerial display consisting of shells up to 6" in diameter. Show duration is 20-22 minutes. Minimum shell count is as follows:

 $3" - 720 \min$

 $4" - 240 \min$

5" - 144 min

 $6" - 90 \min$

Multi Shot Cakes - 16 min

Summary

Your 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). Electrical firing of the display will help ensure that the show has a good pace and that its duration is as planned.

Impact Pyro will provide all necessary racks and display equipment, an electrical firing system, and required electrical matches to fire the show. The 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. The 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. The customer is responsible for any required security, sound system, and applicable taxes.

Please let us know if you have any questions or if we can be of further assistance. Thank you.



Post Office Box 1776 115 North 1st Street LaFollette, TN 37766 Phone: (800) 662-1331 www.pyroshows.com

January 13, 2025

Town of Ashland City Attn: Anthony Clark 233 Tennessee Waltz Parkway, Suite 103 Ashland City, TN 37015

Re: Fireworks Proposal for Ashland City's Summerfest Celebration

Dear Mr. Clark.

Pyro Shows is thrilled to present a proposal to the Town of Ashland City for your upcoming Summerfest Celebration on June 7th, 2025. Our team has provided pricing for a 15-minute and 20-minute show, each of equal intensity.

Our proposal includes all the necessary materials, labor, transportation, storage, setup, cleanup, licensing, permitting, and insurance required for your show. Additionally, we offer comprehensive general liability insurance of \$10,000,000.00, automobile insurance for our vehicles in the amount of \$10,000,000.00, and workers compensation coverage for our technicians.

At Pyro Shows, we follow USDOT regulations for safely transporting 1.3g explosives and conducting work in the United States. Our USDOT number is 456818.

Please take your time reviewing the enclosed information and reach out to us with any questions. We are excited about the opportunity to work with you!

Sincerely,

Travis L. Forsyth

Travis L. Forsyth TLF/oe

Enclosures:

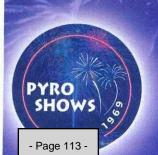
Proposal – Ashland City Summerfest 2025

Custom Fireworks P10084

Presented to:

Ashland City Summerfest June 7, 2025

Submitted by: **Travis Forsyth**



pyroshows.com









EXPERIENCE A PYRO SHOWS DISPLAY



Who says events have to be ordinary or predictable? Not us! Our team at Pyro Shows believes in making every occasion truly memorable.

Picture the scene: bursts of color illuminating the night sky as you celebrate holidays, anniversaries, weddings or numerous other special occasions. We're talking about that extra "WOW" factor that makes your event all the more magical.

We're there for you every step of the way, from brainstorming ideas to getting the permits in place. Whatever the occasion, we're ready to make it a moment to remember!



WHAT WE DO

PYRO SHOWS 0

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Any time explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



INSURANCE & COMPLIANCE





Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

- City
- FAA NOTAM
- County
- State Resource &
- State
- Management Agencies
- USCG

Insurance Coverage

 General Liability
 \$10,000,000

 Auto Liability
 \$10,000,000

 Workers Comp
 \$ 1,000,000

Workers Comp includes US Longshoreman and Harbormaster coverage.

Insurance Agencies

Britton-Gallagher- Acrisure Partner E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives FAA—Federal Aviation Administration NFPA 1123, 1124 - National Fire Prevention Agency

- Page 116 -

'PYRO'FESSIONALS

At Pyro Shows, we believe the mark of a good fireworks company is not the absence of an occasional "dud", but what WE DO FOR YOU if there is a "dud".



is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

PYRO SHOWS WORKFLOW

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, each show goes through a workflow of multiple layers.

Here is a brief summary of the attention Pyro Shows will give YOUR show!



Administrative

Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!



Design and Scripting

Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.



Field Operations

Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is "compiled", then they are loaded onto trucks.



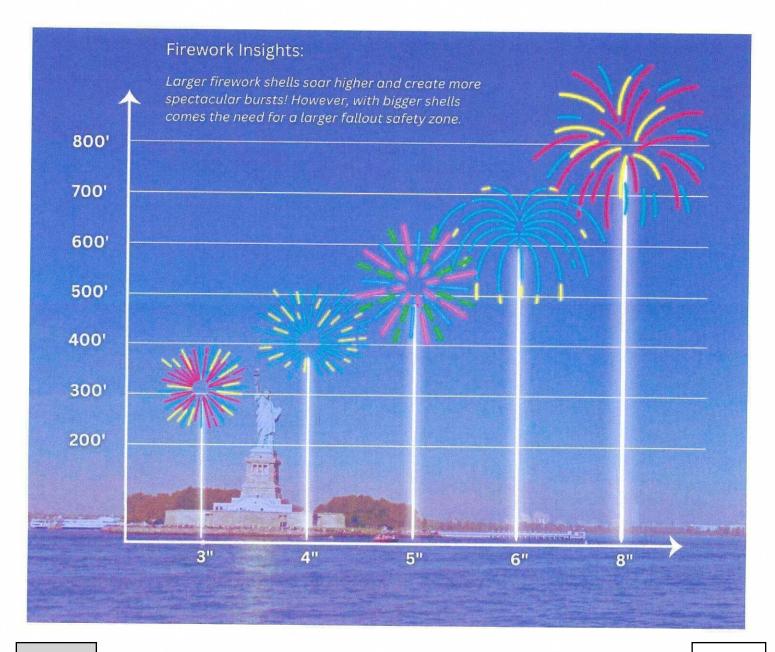
Firework Show Day

Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!

AERIAL SHELLS



When you think firework "shell", think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We've checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



SHOW DESIGN



Your personalized shows features 4 distinct categories of visual effects.



MEGA effects feature an array of timeless designs with motifs such as chrysanthemum, dahlia, and stained glass.



ULTRA effects elevate the experience with a sophisticated mix of multiple effects, featuring premium quality imported shells.



PREMIER effects dazzle with the most vibrant colors, often exceeding the size, pattern, and density of shells that are twice as large.



EPIC effects push the boundaries to the ultimate level, layering multiple shells and diverse patterns to create a breathtaking visual display.

Below is an itemization of the number of aerial shells in each specific size that make up your custom show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.



Option 1

Show Length: 15 Minutes \$17,000.00

MAIN BODY

Shell Size	MEGA	ULTRA	PREMIER	EPIC	Shot Total
2.5" Shell	63	42	33	12	150
3" Shell	60	45	30	15	150
4" Shell	57	48	27	18	150
5" Shell	25	20	12	7	64
6" Shell	18	12	8	4	42
	556				

GRAND FINALE

Shell Size	MEGA	ULTRA	PREMIER	EPIC	Shot Total
2.5" Shell	48	36	24	12	120
3" Shell	46	38	22	14	120
4" Shell	8	6	4	2	20
5" Shell	6	5	3	2	16
6" Shell	5	4	2	1	12
	288				
	844				

Below is an itemization of the number of aerial shells in each specific size that make up your custom show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.



Option 2

Show Length: 20 Minutes \$20,000.00

MAIN BODY

Shell Size	MEGA	ULTRA	PREMIER	EPIC	Shot Total		
2.5" Shell	72	54	36	18	180		
3" Shell	68	58	32	22	180		
4" Shell	60	45	30	15	150		
5" Shell	40	30	20	10	100		
6" Shell	24	18	12	6	60		
	MAIN BODY SHOT TOTAL						

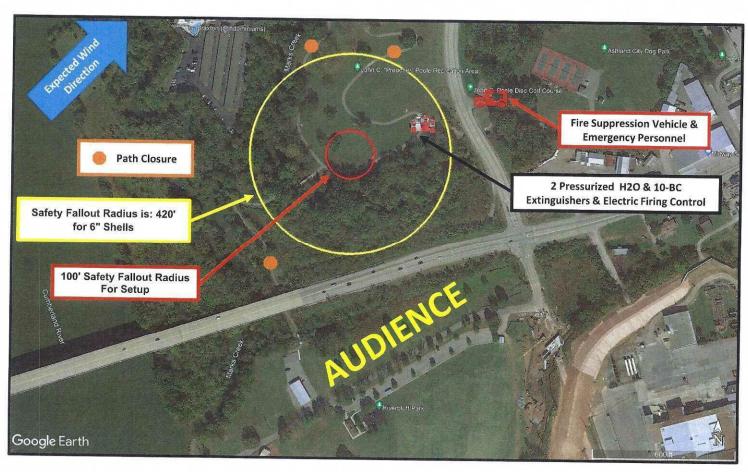
GRAND FINALE

Shell Size	MEGA	ULTRA	PREMIER	EPIC	Shot Total
2.5" Shell	48	36	24	12	120
3" Shell	46	38	22	14	120
4" Shell	12	9	6	3	30
5" Shell	10	7	5	2	24
6" Shell	7	5	4	2	18
	312				
	982				

SAFETY FALLOUT ZONE



Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.





Customer: Ashland City, TN

Show Date: Saturday, June 7, 2025

Show Address: John C. Preacher Poole Recreation Area Ashland City, TN 37015

Show Site Lat / Long: 0 Show Time: 9:30pm Rain Date: TBD Show Name: Ashland City SummerFest

Maximum Device Size: 6
Safety Fallout Radius: 420'
Storage Required: 0
Diagram Created: 01/10/25
Diagram Created By:

- Page 123 -

PROOF OF INSURANCE



Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.

T	THIS CERTIFICATE IS ISSUED AS A	MATTER O	NEGATIVELY AMEND	Y AND CONFERS EXTEND OR AL	NO RIGHTS	UPON THE CERTIFICATION OF THE	BY THE POL	THIS
R	BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, I MPORTANT: If the certificate holde the terms and conditions of the polic	AND THE CE r is an ADDI	RTIFICATE HOLDER. TIONAL INSURED, the	policyfies) must b	e endorsed.	If SUBROGATION IS	WAIVED, subi	ect to
c	ertificate holder in lieu of such endo	rsement(s).	noies may require an e	ndorsement. A St	atement on t	nis certificate does not	conter rights	to the
A C	ouces risure Great Lakes Partners Insura	nne Canine	10	CONTACT NAME:				
22	3 West Grand River Ave #1	BING DELVICE	70	PHONE IAIC, No. Ext): 216-6 E-MAIL	58-7100	FAX (AVC, No);	
Ho	well MI 48843			ADDRESS:				
				INSURER 4 : Arch S		RDING COVERAGE		1199
INSURED				INSURER B : Everes				3044
SY.	ro Shows, Inc. D Box 1776			insurer o : James				2203
11	5 North 1st Street			INSURER D : AXIS S				5610
.et	Follette TN 37766			INSURER E ;		na Kana		
0	VERAGES CE	PTIEICATE	NUMBER: 1031401470	INSURER F :		ON NUMBER:		
CE	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH TYPE OF INAURANCE	REQUIREMENT	F, TERM OR CONDITION HE INSURANCE AFFORD IMITS SHOWN MAY HAVE	OF ANY CONTRAC	T OR OT ES DESC PAID CLA	S SUBJECT	ECT TO WHICH TO ALL THE TE	THIS
TR	GENERAL LIABILITY		POLICY NUMBER	(MM/DD	POLICY E (MM/DD/YYY) 11/1/2025	LIM	T	
	X COMMERCIAL GENERAL LIABILITY		200300,400		10 1/2025	ENTED	\$ 1,000,000	
	CLAIMS-MADE X OCCUR					D EXP (Any one person)	\$ 50,000	
			and the second			PERSONAL & ASV INJURY	\$ 1,000,000	sdice
						GENERAL AGGREGATE	\$ 3,000,000	
-	X POLICY PECT LOG					PRODUCTS - COMPIOP AGG	\$ 2,000,000	
	X ANY AUTO	Y Y /	WTO BINDER	2004	11/1/2025	COMBINED SNOLE LANT (Ex accident)	\$ 1,000,000	
						BODILY INJURY (Per person) BODILY INJURY (Per accident		
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE	5	
						IPET SCENERO	5	
4	UMBRELLA LIAB X OCCUR			12/1/2024	11/1/2025	EACH OCCURRENCE	\$ 4,000,000	
	X EXCESS LIAB CLAIMS-MAD	$\langle 11 \rangle$				AGGREGATE	\$4,000,000	
-	WORKERS COMPENSATI					I MC STATILE I INTO	8	
	AND EMPLOYERS' LIAB					TORY LIMITS ER		
	ANY PROPRIETOR/PAR OFFICER/MEMBER EXO (Mandatory In NH)					EL DISEASE - EA EMPLOYE	5 F 5	
	If yes, describe under DESCRIPTION OF OPERATION					E.L. DISEASE - POLICY LIMIT		
0	Excess Liability #2	YYS	XCBSS #2 TBC	12/1/2024	11/1/2025	Each Occi Appregate Total Limits	5,000,000 10,000,000	
EBC	CRIPTION OF OPERATIONS / LOCATIONS / VEHI ditional insured extension of coverage i	CLES (Attach AC s provided by	ORD 101, Additional Remarks above referenced policie	Sahedule, If more space is where required by	is required) y written agre	ement.		
×C	ess policies are excess of both the ger SAMPLE ONLY***	neral liability a	nd automobile policies fo	or total limits of \$10	million each.			
EF	RTIFICATE HOLDER			CANCELLATION				
				SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	N DATE TH	ESCRIBED POLICIES BE OF EREOF, NOTICE WILL BY PROVISIONS.	CANCELLED BE BE DELIVERE	FORE D IN
	SAMPLE ONLY			AUTHORIZED REPRESE	NTATOE			

- Page 124 -

PROOF OF INSURANCE



Included below is a COI statement of coverage which provides verification that Pyro Shows carries workers' compensation coverage protecting employees from work-related injuries or illnesses.

THIS CERTIFICATE IS ISSUED AS A	MATTER OF INC	OPMATION ONLY AN	BILITY INSU		ATE US	DATE (MM/DD/YYYY 01/24/2024
BELOW. THIS CERTIFICATE OF INSI REPRESENTATIVE OR PRODUCER, IMPORTANT: If the certificate holder	URANCE DOES AND THE CERTI	NOT CONSTITUTE A FICATE HOLDER.	CONTRACT BETWEEN	OVERAGE AFFORDED E	Y THE POLIC (S), AUTHORI	IES ZED
If SUBROGATION IS WAIVED, subjecthis certificate does not confer rights				may require an endorser	nent. A stater	ndorsed. nent on
PRODUCER			CONTACT Regins Go	oaman		
E E Hill and Son Inc			PHONE (AIC No. Ext): (423) 56 E-MAIL	2-2112	(Arc, Not.	423) 566-2114
701 W Central Ave PO Box 1406			ADDRESS: Drige@sel	i II.com	4.4.4.4	
a Follette		TN 37768		URER(8) AFFORDING COVERAG	E	NAIC #
YSURED		111 27702	-	itual.Agency Corporation		
Pyro Shows, inc.			INSURER B			
PO Box 1776			INSURER D			
115 North First Street			INSURER E :			-
La Foilette		TN 37766	INSURFA F :			
THE IS TO SUPPLY THAT THE OR VOICE OF	ERTIFICATE NUI				MBER: POLICY PERIO	
INDICATED. NOTWITHSTANDING ANY REG CERT FICATE MAY BE ISSUED OR MAY REF EXCLUSIONS AND CONDITIONS OF SUCH	PTAIN THE MEND	TO CONDITION OF ANY	CONTRACT OR OTHER	DOCUMEN	THE TERMS	
TYPE OF INSURANCE	INSD WYD	FOLICY NUMBER	POLICY EFF	POLICYEXP	Limits	
COMMERCIAL GENERAL LIABILITY					3	
CLAMS WADE COCCUR					urerce, 3	
	-			All a	saperson: 5	
GENT ACCREGATE LIMIT APPLIES PER	-1 1 1			MAL S AC	VIN.URY 3	
PSA PSA				GENERAL ACCOR	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO PERSONS ASSESSED.	
OTHER				PR30.X15+00	SEPROPADO S	
AUTOMOBILE LIABILITY		10		COMMAND SAME (Falacodint)		
ANY AUTO SOMEOUSE				BOOKYBUCKY		
AUTOS ONLY ANTOS				BCCLY NAME :		
HRED AUTOS ONLY AUTOS CALY				PROPERTY DAM (Per score o)		
MORELLA LIAD OCCUR					2	
EXCESS LIAB CLAMS-MAC				EACH DEGURKS		
DED RETENTION S				ACCREGATE	9 9	
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				× PFR SIAY Jrs	OTH 3	
ANY PROFILE TOURISH THER CREIDERMEMBER EXCLUDE (Maridatory in Nit)	- 11	5 33S B23D9Z 014	02/02/2024 0	2/02/2024 Fil EACH/ACCC		1.000,000
(Mandatory in Nh) I gris describe under OCSULGET ON OF GAR RATIONS	\mathbf{v}			FI DISEASE - EA	.EMPLOYEE \$	1,000,000
OF SUPERFICINGS OF SHERATIONS				EL DISEASE PO	LICY LIMIT 5	1.000.000
C						
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES JACORD 101 A	Idironal Bassal - Sai				
THE PARTY OF THE P	ACURU 101. AC	renorm remarks Schedule,	may be attached if more space	t is required)		, m
RTIFICATE HOLDER						
NUMBER OLDER			CANCELLATION			
			THE EXPIRE TUN DAT	ABOVE DESCRIBED POLICE E THEREOF, NOTICE WILL B THE POLICY PROVISIONS.	ES BE CANCEL E DELIVERED)	LED BEFORE
			Mollyh	Enighter	0	
		The second secon		the dimension of the same		
ORD 25 (2016/03)			e registered marks of A	988-2015 ACORD CORP	PRATION AII	rights reserved

DOT INSURANCE



United States Department of Transportation - Hazardous Materials Certificate

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2024-2027

Registrant:

PYRO SHOWS INC ATTN: Keysa Suttles PO BOX 1776 LA FOLLETTE, TN 37766

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this

Reg. No: 050924550082GI Effective: July 1, 2024 Expires: June 30, 2027

HM Company ID: 28456

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109

- Page 126 -

DOT INSURANCE



United States Department of Transportation - Endorsement for Motor Carrier Insurance Policy

			OMB No.:	1220-0000	Expiration: 08/38
		USDOT Numb	er: 456818	Date F	Received: 12/05/202
	Please note, the expiration date as stated on this form with the Office of Management and Budg expire. For questions, please contact the Office of	ct. his remurement to collect in	formanianting or a	nation Colle requested or	ction Request for this in this form does no
	A Federal Agency may not conduct or sponsor, and a per- with a collection of information subject to the requiremen- valid OMB Control Number. The OMB Control Number is is estimated to be approximately 2 minutes per response, in reviewing the collection of information. All responses to any other aspect of this collection of information, includin Motor Carrier Safety Administration, MC-RRA, Washingt	its of the Paperwork Seduction Act unler for this information collection is 2128-01 including the time for reviewing instruct his collection of information are mandet as the estimate for reducing this burden is	ss that collection 108. Public repor- ions, gathering the	of informatio ting for this co be data needed	n displays a current offertism of information d, and completing and
United S Federal	tates Department of Transportation Motor Carrier Safety Administration				
	Endorsement for Motor Carrier Polic	ies of Insurance for Public	Liability		
	under Sections 29 and 30 of the Mot		Liability		
		SERVICE OF THE PROPERTY.			
	FORM MCS-90				
	Issued to Pyro Shows, Inc. (Motor Carrier name)	of Ter	nessee		
	(Motor Carrier name)	(Mos	or Carrier states	v province)	
	Dated at 12:00 noon on this 5th day	of December 2024			
	Amending Policy Number: GCD0010023-241		1/2024		
		Effective Date: 11/0	1/2024		
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1	Effective Date: 11/0		Display agent	Sp Chinal di Nikowa
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun	nsurance Company tersigned by: David S. Nikolai	eprosentalise)	Unglindy segrent 1 Desir 2004 21 N	Str. Uhrad d. Nikuwa S 'dah kan' dende
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun The policy to which this endorsement is attached p	nsurance Company tersigned by: David S. Nikolai (authorized company)	representative)	for the limi	its shown (check only
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun The policy to which this endorsement is attached p This issurance is primary and the company shall not	Effective Date: 11/0 Insurance Company Itersigned by: David S. Nikolai Couldering Company or provides primary or excess insurance be hable for amounts in excess of \$1,1800	eproentative) ce, as indicates	i for the limi	its shown (check only
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun The policy to which this endorsement is attached p This insurance is primary and the company shall not by O this insurance is cases and the company shall not by	Effective Date: 11/0 Insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1.3000	eproentative) ce, as indicates	i for the limi	its shown (check only
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun The policy to which this endorsement is attached a This seminance is primary and the company shall not be underlying limit of 5	Effective Date: 11/0 Insurance Company Itersigned by: David S. Nikolai (authorized company) provides primary or excess insurance in table for amounts in excess of \$1,1900 hable for amounts in excess of \$6,000 hable for amounts in excess of \$6,000	representative) ce, as indicates company agree	i for the limi for each as	its shown (check only accident, cident in excess of the
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali 1 Coun The policy to which this endorsement is attached p This issurance is primary and the company shall not by underlying limit of 5	Effective Date: 11/0 Insurance Company tersigned by: David S. Nikolai Toutherized company provides primary or excess insurance to hable for amounts in excess of \$1,1300 hable for amounts in excess of \$5,000 hable for amounts in excess of \$6,000 for Amounts in excess of \$6,000 hable	representative) ce, as indicates company agree st by an autho I is: giving (1) thirt proof of the ce	of for the limit for each as for each as to furnish orized repressive (35) do not consider a thing of the consideration of the consider	its shown (check only accident, cident to excess of the the FMCSA a duplica sentative of the FMCS— ays notice in writing ufficient proof of not
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p The seminance is primary and the company shall not be underlying finit of \$	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p This territance is primary and the company shall not be policy from the company shall not be policy in the company shall not be policy in the policy of the federal Motor Carrier Sasaid policy and all its endorsements. The company to verify that the policy is in force as of a particular Cancellation of this endorsement may be effected in the other party (said 35 days notice to commence and (2) if the insured is subject to the FMCSA's registant of the insured is subject to the FMCSA's registant of the insured is subject to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the insured is subject to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the FMCSA's registant of the party (said 35 days notice to the party (said 35 days notice	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p The seminance is primary and the company shall not be underlying finit of \$	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p The seminance is primary and the company shall not be underlying finit of \$	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p The seminance is primary and the company shall not be underlying finit of \$	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).
	Amending Policy Number: GCD0010023-241 Name of Insurance Company: Everest Denali I Coun The policy to which this endorsement is attached p The seminance is primary and the company shall not be underlying finit of \$	Effective Date: 11/0 insurance Company tersigned by: David S. Nikolai (authorized company) provides primary or excess insurance be hable for amounts in excess of \$1,1300 hable for amounts in excess of \$6, each accident. fety Administration (FMCSA), the or also agrees, upon telephone reque date. The telephone number to cal by the company or the insured by a tom the date the notice is mailed, a tration requirements under 40.03 the date the notice is received by the	representative) ce, as indicates company agree est by an author it is: giving (1) thirt proof of mailin C. 13901, by p	of for the limit for each action for each acti	its shown (check only eccident in excess of the the FMCSA a duplica sentative of the FMCS — ays notice in writing! ufficient proof of not irty (30) days notice to Vashington, DC).

ITEM # 20.

FORM MCS-90 Page 1 of 3

DOT INSURANCE



United States Department of Transportation
- Endorsement for Motor Carrier Insurance Policy (Excess Policy)

ORM MCS-90			OMB N	o.: 2126-0008 Expiration: 06/30/202
		1	USDOT Number: 456818	Date Received: 12/09/2024
	Please note, the expiration date as stated on form with the Office of Management and Bu For questions, please contact the Office of Ro	dget. This requirement to	collect information as reques	ted on this form does not expire.
	A Federal Agency may not conduct or sponsor, and with a collection of information subject to the requivalid OMB Control Number. The OMB Control Net is estimated to be approximately 2 minutes per respreviewing the collection of information. All responsors any other aspect of this collection of information, in Motor Carrier Safety Administration, MC-RRA, W.	rements of the Paperwork Re inher for this information col- onse, including the time for re- es to this collection of informations for reduc- cluding suggestions for reduc-	duction Act unless that collection fection is 2126-0008. Public repor eviewing instructions, gathering the sation are mandatory. Send comm	of information displays a current ting for this collection of information he data needed, and completing and ents regarding this burden estimate or
	tates Department of Transportation Motor Carrier Safety Administration			
	Endorsoment for Motor Carrier I	alleles of leaves	a fan Darbija i ia bilia.	
	Endorsement for Motor Carrier F under Sections 29 and 30 of the		The second second	
			31 1980	
	FORM MCS-9	90		
	PYRO SHOWS INC		. T.	
	Issued to PYRO SHOWS INC (Motor Carrier name)		of Tennessee (Motor Carrier state)	er menulace)
	Dated at 12:00 noon on this 09th	day of Dec	2024	· · · · · · · · · · · · · · · · · · ·
		100		
	Amending Policy Number: UXP1034375	05 Effecti	ive Date: 12/01/2024	
	1.10	1. T		
	Name of Insurance Company: Arch Spec 3100 Broa	duray Insurance Compan	r City MO 64111	
	2200 2300	Countersigned by: Ni	cholas Krekelberg	
	200 No. 18 Real/Waller 18 Real Pro-			
	The policy to which this endorsement is atta			
	This insurance is primary and the company sh		ALL READORNS DOWN THE TOTAL CONTROL OF THE PARTY OF THE P	- PLINT NORTH THROUGH HOWENGE
	 This insurance is excess and the company shall underlying limit of \$_1,000,000.00 		ocress of \$ 4,000,000.00	for each accident in excess of the
	Whenever required by the Federal Motor Car said policy and all its endorsements. The cor to verify that the policy is in force as of a part	pany also agrees, upon t	elephone request by an auth	orized representative of the FMCSA
	said policy and all its endorsements. The con-	pany also agrees, upon t icular date. The telephon ected by the company or ence from the date the n 's registration requiremen	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of mailints under 49 U.S.C. 13901, by	orized representative of the FMCSA , 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice) providing thirty (30) days notice to
_	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice) providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The con- to-verify that the policy is in force as of a part Cancellation of this endorsement may be eff- the other party (said 35 days notice to command (2) if the insured is subject to the FMCSA	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice) providing thirty (30) days notice to its office in Washington, DC).
	said policy and all its endorsements. The conto verify that the policy is in force as of a part Cancellation of this endorsement may be effithe other party (said 35 days notice to command (2) if the insured is subject to the FMCSA the FMCSA (said 30 days notice to commence	pany also agrees, upon to icular date. The telephone ected by the company or ence from the date the no is registration requiremer e from the date the notice	elephone request by an auth e number to call is: 651-855- the insured by giving (1) thin otice is mailed, proof of maili its under 49 U.S.C. 13901, by e is received by the FMCSA at	orized representative of the FMCSA, 4527 ty-five (35) days notice in writing to ng shall be sufficient proof of notice) providing thirty (30) days notice to its office in Washington, DC).

ITEM # 20.

Rev 5/26/2023

REGULATORY



Bureau of Alcohol, Tobacco, Firearms and Explosive - Federal Explosives License

U.S. Department of J. Bureau of Alcohol, Tol	ustice bacco, Firearms and Explo	gives .	(18 U.S.C.		ves License/Permit ver 40)
					ercunder (27 CFR Part 555), you may engage I the regulations issued thereunder, until the IINGS" and 'NOTICES" on reverse.
Direct A 1F	ATF - Chief, FELC		Licenso Permit	YOU WARLY	gives and NOTICES on reverse.
Correspondence To	244 Needy Road Martinsburg, WV 254	05 0421	Number	1-TN	N-013-24-7C-12205
Chief, Federal Explosiv	es Licensing Center (FEL		Expiration Date		March 1, 2027
Name PYRO SHOW:	SINC	B7 /		10	
115 NORTH 1		least 10 days before the move.)			3
Type of License or Pern 24-IMPORTER	nit R OF EXPLOSIVES				\$//
Pi	urchasing Certification Sta	ement	Mading Addre	ss (Channe	s? Notify the FELC of any changes.)
The licensee or permittee n	amed above shall use a conv	of this tiones or execut to senot a	Tribute.	o (Change)	strong the FELC of any changes.)
ermance as provided by 2	CFR Part 555. The sugment	med status of the licenses or re on each convenue be an original	THE RESERVE	Cil	7/8
DEDUCATE OF THESE OF STREET	O OL G-ESTRETOR CODA OF EDIT PICE	236 UF DOUBLE WOED IN SUCCESSIONS	PYRO SH		
nemica to be an original s Splosives Licensae (FEL)	or a responsible person of the	ignuture must be that of the Federal a FEL. I certify that this is a true			TN:KEYSA SUTTLES
cpy or a noonse or permit	research to the licenses or perm	after named above to engage in the	LA FULLE	HE, TN	37766-0000
nearges or operations speci	ified above under "Type of L	iconse or Permit."	10 pt 2 10 pt 2 pt	A. C.	
Noursell	4 CALEUT	1212-510001	The second secon		
idensee Permittee Res	ponsible Person Signature	Position/Title	-		
Y ANSIDA E	How To	3/25/24			
Printed	Name /	Plate .			
revious Edition is Obsolete		F. F			ATF Form S400 14/5400 15 Part Revised September 2011
		Federal Explosives License (EPIN CO		
adaest Evolucions I incom	Control Control			vice intorm	in the con
ederal Explosives Licens 14 Needy Road	sing Center (FELC)	Toll-free Telephone Number: Fax Number:	(877) 283-3352 (304) 616-4401		ATF Homopage: www.atf.gov
fartinsburg, WV 25405-	9431	E-mail: FELC@atf.gov	(204)010-9401		
usiness or operations no emainder of the term of t r permit to the Directo- tight of Succession (2) usiness or operations at r child, or executor, and emelit of creditors. (b) I	s less than 10 days prior to early these than 10 days prior to the original license or perm of Industry Operations of CFR 555.59). (a) Certa the same address shown of inistrator, or other legal r in order to secure the right as or operations for endor	on such cusuoss or operations. I such removal with the Chief, Fede. The Chief, FELC, shall, if the for denial in accordance with § in persons other than the licensee on, and for the remainder of the teppresentative of a deceased licens provided by this section, the personal state of the remainder of the remainder of the temperature.	he licensee or permitter oral Explosives Licens e licensee or permitte 555.54.) or permittee may see erm of, a current licensee or permittee, and a	tee is require sing Center tee is not que cure the right nse or permit (2) A receive	strait remove their business or operations to a ad to give notification of the new location of the The license or permit will be valid for the tailfield, refer the request for amended license in to carry on the same explosive materials it. Such persons are: (1) The surviving spour err or trustee in bankruptcy, or an assignee for sincess or operations shall furnish the license of our the date on which the successor begins to
See House See					(Continued on reverse side)
	es License/Permit (FEL				
License/Permst Name.		i i			
	A STATE OF THE PARTY OF THE PAR	1			
Business Name:	1 million 1	i i			
License/Permit Musch	r: 1-TN-013-24-7C-12205				
		li li			
License/Permit Type: 2	4-IMPORTER OF EXPLO	SIVES			
Expiration: M	larch 1, 2027	1			
	SWC-0000 ATTACKS SALE	1			
nese inche. Not vanid to	r the Sale or Other Dispositio	n of Explosives.			

- Page 129 -

REGULATORY



State of Tennessee

- Distributor and Display Exhibitor Licensing

State of Tennessee

.3098

TENNESSEE FIREWORKS PERMITS
ANNUAL FIREWORKS
PYRO SHOWS LLC
115 NORTH FIRST STREET
LA FOLLETTE, TN 37766

Having complied with the safety measures, as set out in Tennessee Code Annotated, Title 68.
Chapter 104 and applicable rules and regulations governing the sale, storage, and use of fireworks and having paid the required fee, the holder is hereby granted a permit to engage in the sale of fireworks at the above address.

ID NUMBER: 52 LIC STATUS: REGISTERED EXPIRATION DATE: December 31, 2025 DISTRIBUTOR-NO FEE



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

State of Tennessee

42.

TENNESSEE FIREWORKS PERMITS
DISPLAY EXHIBITOR
PYRO SHOWS

This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Tets of 1961, as amended by Chapter 146, Public Hets of 1969.

ID NUMBER: 6 LIC STATUS: LICENSED EXPIRATION DATE: April 30, 2025



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

- Page 130 -

ITEM # 20.

Il information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

REGULATORY



Campbell County
- Business Tax Standard License



Campbell County Business Tax Standard License

April 16, 2024

PYRO SHOWS, INC. PO BOX 1776 LA FOLLETTE TN 37766-1776 Letter ID:

L1426558272

Expiration Date:

15-May-2025

Return Due By:

15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0101466362 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

)

TODD NANCE, COUNTY CLERK P.O. BOX 450 JACKSBORO, TN 37757

Campbell County Business Tax Standard License

This certificate must be publicly displayed.

PYRO SHOWS, INC. 115 N 1ST ST LA FOLLETTE TN 37766-2461



Date Issued: Classification: 16-Apr-2024

Letter ID: License Number: L1426558272 0101466362

Expiration Date:

15-May-2025

- Page 131 -

MEMBER IN GOOD STANDING



Pyro Shows is an active Member in Good Standing of the American Pyrotechnic Association (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Michael Cartalor
Michael Cartolano - APA President

Julie L. Nedernan

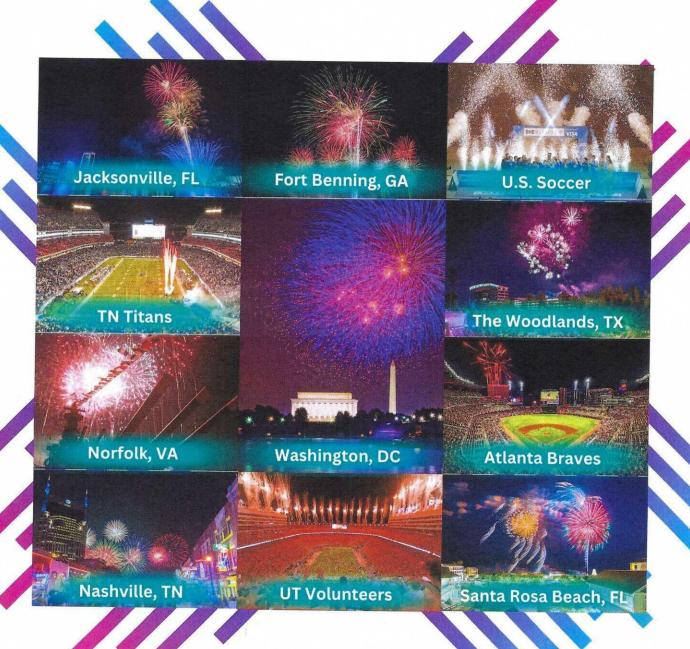
Julie L. Heckman - APA Executive Director

Preserving and Promoting an American Tradition

EXPERIENCE



Our company has supplied and continues to provide fireworks for some of the most prestigious corporations, government entities, artists, and venues around! Rather than make assurances, we invite you to view our "wall of fame" highlighting some of our experience.



- Page 133 -

REFERENCES



Please see the list of references below for some of our past performances on similar events. We are happy to provide additional show experience upon request.

Nashville Convention & Visitors Corporation / Music City, Inc.

David Spencer, Senior Vice President, Events (O) 615.259.4770, david@visitmusiccity.com

City of Clarksville

Maggie Houts, Event Planning Supervisor (O) 931.645.7476, maggie.houts@cityofclarksville.com

Town of Dover

Charles Parks Sr, City Administrator (O) 931.232.5907, cparks@dovertn.com

WAKM Franklin

Linda Carden, Sales Manager
(O) 615.794.1594, carden.wakm@comcast.net

NEXT STEPS



We hope you have enjoyed reviewing our ideas for your show!

Now that you've had a chance to peek into the process that makes all the magic happen, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Customization is key, and we're here to make the necessary changes to bring your event vision to life. If everything in the proposal looks good and you have no questions, you can move on to the next step.



Accept the proposal as presented

Get in touch with us either by phone or email to confirm that you're satisfied with our proposal and ready to proceed with booking your firework display!



Finalize and sign the contract

We will send you a show contract. A signed contract will confirm the specific details of your show and secure your chosen date. It's also required by our insurance provider to guarantee protection for you and your audience under our General Liability policy.



Submit an initial deposit payment

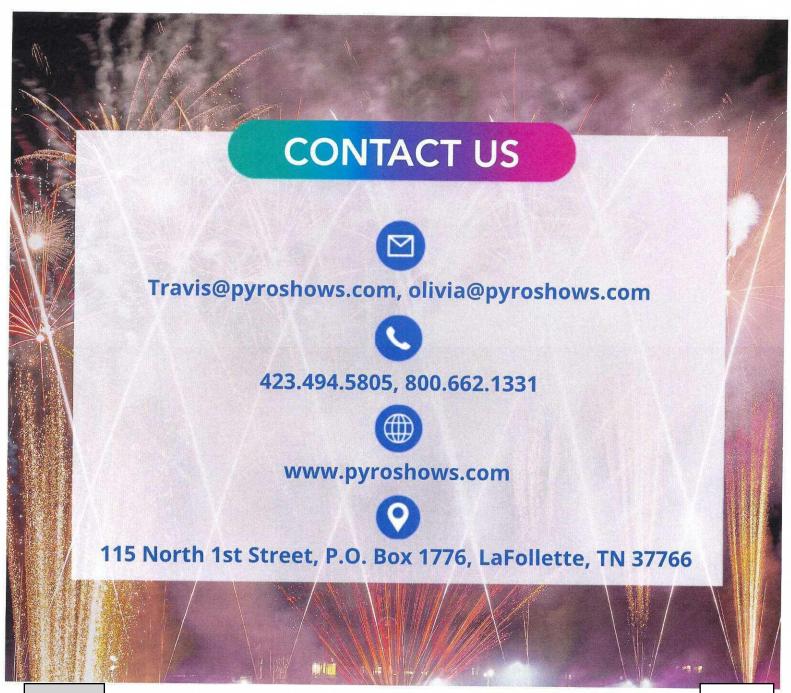
The payment terms are agreed upon in advance and included in the show contract.

THANK YOU!



We appreciate your interest in fireworks for your event and for considering Pyro Shows as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an EPIC one!



- Page 136 -

14210 10th St. N. Stillwater MN 55082 (USA) Phone (+1) 651-633-8000 www.laserencore.com info@laserencore.com

LASER SHOW/PRODUCTION CONTRACT

THIS AGREEMENT, made and entered into this 20th day of January 2025, by and between Laser Encore, Inc., located at 14210 10th St. N. Stillwater MN 55082 and Town of Ashland City hereinafter referred to as CLIENT, located at 233 Tennessee Waltz Parkway Suite 103 Ashland, TN 37015.

IT IS MUTUALLY AGREED BETWEEN THE ABOVE SAID PARTIES AS FOLLOWS:

1. LASER SHOW/PRODUCTION:

1.1 Location(s): The laser show will be held outdoors at Ashland, TN

1.2 Date(s): Laser Encore will provide the laser show on the following dates: June 6, 2025.

1.3 Type of Show(s): 20-minute outdoor laser show with full-color laser aerial beam effects all choreographed to music.

2. LASER ENCORE'S OBLIGATIONS.

2.1 Operations: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.

2.2 Safety: Laser Encore is required to and shall comply with all Center for Devices and Radiological Health safety regulations, as well as all federal, state, local and municipal radiological health safety regulations controlling the operation of laser light shows. Laser Encore is also required to and shall comply with all Federal Aviation Administration regulations for all outdoor displays. Laser Encore shall not be held liable by CLIENT, its owners, officers, members, employees, affiliates, associations, or entities, in any way whatsoever, nor shall it sustain any loss of contracted costs as specified in this Contract, with regard to any directives, restrictions, and/or instructions imposed by said government agencies, or should client sustain losses because of governmental actions.

3. CLIENT'S OBLIGATIONS.

- 3.1 Operations: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:
 - (a) Electricity; (8) 20 amp, 120v circuits or 20kW generator
- 3.2 Set Up Time: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.
- 3.3 Safety: CLIENT is responsible for providing security at all times, including set up and during the shows to ensure a clear and safe projection area.

PAGE 1 OF 3



Town of Ashland City, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

- 4.1 Term: The term of this AGREEMENT shall begin on the day of signing this AGREEMENT and shall run through the date of the final payment. If, before the date of any scheduled laser show/production, it is found that CLIENT has not fully performed its obligations under the terms of this AGREEMENT or that the financial credit of the CLIENT has been impaired in a material way, Laser Encore may cancel this AGREEMENT at any time and in either event, CLIENT shall be liable to Laser Encore for all damages incurred thereby, in addition to the compensation specified herein.
- 4.2 Cost: \$8,500.00*

*Cost includes all necessary laser equipment, labor, travel and production expenses.

- *Cost does not include power or venue expenses which are the responsibility of the CLIENT (as specified herein in Section 3.1).
- 4.3 Payment: All payments shall be paid by CLIENT to and in the name of Laser Encore, Inc., in the form of a business check, cashier's check, money order or cash.
- 4.4 Down Payment: \$4,250.00 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than May 6, 2024.
- 4.5 Balance: \$4,250.00 shall be paid by CLIENT, to and received by Laser Encore not later than June 6, 2024.
- 4.6 Late Payments: In the event that payments are not received within the specified dates, then payment(s) shall bear an interest rate of eighteen percent (18%) per annum, compounded monthly, until such funds are paid.
- 4.7 Cancellation Fee: In the event CLIENT cancels said laser light show(s), Laser Encore shall be entitled to amounts specified in Paragraph 4, subdivision 4.4 (down payments), plus any and all incurred attorney/collection fees.

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

7.0 SEVERABILITY.

7.1 If any part of this Agreement shall be determined to be void, voidable, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

8.0 JURISDICTION.

8.1 Any action arising from or relating to this Agreement (including enforcement of any provision of this Agreement) shall be venued in any applicable state or federal court in the State of Minnesota, and the parties hereby consent to the personal jurisdiction of said court. Any party seeking enforcement of the Agreement shall be entitled, if successful in enforcing the Agreement, to award of all costs, fees, and expenses, including attorney's fees incurred in enforcing the Agreement.

PAGE 2 OF 3



Town of Ashland City, CONTRACT (Cont'd.)

9.0 COUNTERPARTS.

9.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which when taken together shall constitute one and the same instrument.

10. SCANNED SIGNATURES.

10.1 Electronically scanned copies of signatures sufficient to fully execute this Agreement, including counterpart signatures, shall have the same force as an original signature.

11. COOPERATION.

Each party to this Agreement agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate this Agreement.

THIS AGREEMENT is the whole agreement of the parties above named. No representation, inducement, or agreement has been given by one to the other to enter into this AGREEMENT other than expressly set forth herein. This AGREEMENT shall not be altered, modified or amended except in writing by a duly authorized officer of each party.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and in the year first above written.

Ву:	SIGNATURE AND TITLE
LASER	ENCORE, INC.

Town of Ashland City

Robert Teorey, CEO

PAGE 3 OF 3

