



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
September 09, 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

1. Pastor Allison Gilliam - Ashland City United Methodist Church

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Approval of the August 12, 2025, Regularly Scheduled City Council Meeting Minutes

PUBLIC FORUM

REPORTS

3. ATTORNEY: Jennifer Noe

PUBLIC HEARING

4. 6U TEAM - For Sportsmanship and Performance in the 6U State Tournament
5. 12U Team for Qualifying for the 12U State Tournament
6. 14U Team - Won the 14U State Tournament and qualifying for the Dixie Boys Baseball World Series

UNFINISHED BUSINESS

- [7.](#) CONTRACT - TKE - Elevator Gold Service Agreement

NEW BUSINESS

- [8.](#) RESOLUTION 2025-38: CCCHS - Donation for Homecoming Bonfire
- [9.](#) RESOLUTION 2025-39: A.O. Smith - Donation to the Police Department
- [10.](#) CONTRACT: THSO Grant award
- [11.](#) RESOLUTION 2025-36: Accept the bid for the Scada Project and pay the difference through the enterprise fund
- [12.](#) CONTRACT: Modern Electrical Contracting Inc. - WWTP
13. AGREEMENT: Smith, Seckman, Reid, Inc. (Grant Admin)
- [14.](#) ORDINANCE 642: Rezone of 2055 Highway 12
- [15.](#) RESOLUTION 2025-37: Reformatting and updating public forms

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

- [16.](#) CONTRACT: SWC- Proposal for the Ashland City Water Treatment Plant Fire Alarm

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.

Gold Service Agreement



July 30, 2025

Purchaser: ASHLAND CITY FIRE
DEPARTMENT
Address: 402 N MAIN ST
ASHLAND CITY, TN 37015

Location: ASHLAND CITY FIRE
DEPARTMENT
Address: 402 N MAIN ST
ASHLAND CITY, TN

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Stops	Controller Manufacturer
Hydraulic	USV10344 05	2	Other

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This

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Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by

Gold Service Agreement



others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

TK Elevator does not cover the repair or replacement of any components associated with above ground jacks, including casings, cylinders, pistons, jack evacuations, check valves, or seals.

This agreement excludes any obligation on the part of TK Elevator to test, maintain, or replace any "Machine Room Less" (MRL) hoist machine belt, and rope. Any required repair or replacement of this MRL machine will instead be the subject of a separate written proposal to Purchaser at an additional cost.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another

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vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

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This Agreement is effective for 60 months starting August 01, 2025. To ensure continuous service, this Agreement will be automatically renewed for successive 24 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 - month period or at least 90-Days before the end of any subsequent 24 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Gold Services provided pursuant to this Agreement shall be \$145.00 per month, inclusive of all applicable sales and use taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$5.8	
Semi Annual	2%	\$2.9	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$2.9	
Ten (10)	4%	\$5.8	
Fifteen (15)	8%	\$11.6	

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due 30 days from the date marked on each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

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TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to

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appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to

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indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

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[REDACTED]

MAYOR
INITIALS

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

ASHLAND CITY FIRE DEPARTMENT
(Purchaser):

TK Elevator Corporation Management Approval

By: _____

(Signature of Authorized Individual)

By: _____

(Signature of Branch Representative)

(Print or Type Name)

Colin Hill
General Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

1717 Elm Hill Pike Suite A1
Nashville, TN 37210

Thank you for choosing TK Elevator. We appreciate your business.

Abigail Sweat

Gold Service Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
ASHLAND CITY FIRE DEPARTMENT (From VIEW)	Hydraulic	USV10344 05	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

Gold Service Agreement



TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION 2025-38

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE DONATION TO CHEATHAM COUNTY CENTRAL HIGH SCHOOL HOMECOMING BONFIRE.

WHEREAS the wood has been donated from MA Logging.

WHEREAS they are asking if the Parks Department and Public Works Department could donate time to build and man the Bonfire.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the Parks and Public Works Departments to build and Man the Bonfire for Cheatham County Central High School Homecoming.

We, the City Council, meeting in Regular Session on this the 9th day of September, 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

RESOLUTION 2025-39

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

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

WHEREAS is made to the Ashland City Police Department to apply it where they feel it is necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, accept the \$ 1,000.00 donation from A.O. Smith to the Ashland City Police Department to use where they feel it is necessary..

We, the City Council, meeting in Regular Session on this the 9th day of September, 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



May 13, 2025

To Whom it May Concern:

Please accept this donation from our Foundation and feel free to use it where you deem necessary. We are grateful for your organization and are happy to be able to donate to your cause.

Please feel free to call with any questions you may have.

Thank you,

A handwritten signature in blue ink that reads 'Joy'.

Joy Rinehart
Human Resources Department
AO Smith
615.792.4371, ext. 1536

Town of Ashland City Water & Sewer
PO Box 36
Ashland City, TN 37015
(615)792-4211

DATE : 8/20/2025 9:05 AM
OPER : CF
TKBY : Carrie Forster
TERM : 2
REC# : R00248613

OTHER REVENUES - 36000 1000.00
OTHER REVENUES
DONATION TO AC...AO SMITH FOUNDATION
10
OTHER REVENUES 1000.00
110-36000 -1000.00

Paid By:AO SMITH FOUNDATION
6-110 GEN CHECK 1000.00 REF:13646

APPLIED 1000.00
TENDERED 1000.00
CHANGE 0.00

August 28, 2025

Re: Tennessee Highway Safety Office FFY 2026 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2026 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025 through September 30, 2026.

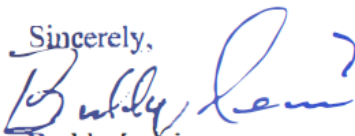
You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Sincerely,

Buddy Lewis
Director

**Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office**

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date

RESOLUTION 2025-36

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE BID FOR THE SCADA PRJOCET AND PAY THE DIFFERENCE OF MONEY THROUGH THE ENTERPRISE FUND.

WHEREAS the town of Ashland City Tennessee placed a project out for bid on June 24, 2025; and

WHEREAS MR systems submitted a bid packet; and

WHEREAS the project proposal for the ARP Water System Scada upgrades project amount is \$ 1,584,584.00 which is partially covered through a grant (\$ 955,000.00); and

WHEREAS the remaining balance of \$ 820,000.00 being paid from the Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the overage of the Scada Project be paid from the Enterprise Fund.

We, the City Council, meeting in Regular Session on this the 9th day of September, 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

Customer

Modern Electrical Contracting, Inc.
300 Hill Ave
Nashville, TN
37210, US
(615) 256-3200

Prepared By:
Undra McCoy

umccoy@modcable.com

**The Town of Ashland City - Wastewater
Treatment
269 Tennessee Waltz Pkwy
Ashland City, TN
37015**

**Billy Harris
(615) 792-3074
BHarris@ashlandcitytn.gov**

Project: **ASHW-30283-SEC**

Scope of Work

MECI will install access control and camera systems...

- Access Control - 4 Doors
- Access Control - 1 Gate with WiFi communication
- Camera System - 7 Cameras

Default Group

Included (+)

1. All Work will be performed during normal business hours, Monday - Friday 7:00 am to 4:00 pm
2. Customer agrees that working areas will be free from obstructions and all personal items including furniture will be moved prior to our arrival on site. Customer agrees to hold Modern Electrical Contracting, Inc. harmless and accepts full responsibility for any personal items damaged that are not removed from the work area, prior to the commencement of work.
3. As a contractor in the State of TN, we are required to pay sales tax for all material purchased by us to be installed on our jobs. This expense will be passed on to the customer and included in the cost of material for the job. Installation of "Real Property" in the state of TN is not taxable and therefore you will not see sales tax on our proposals/invoices to you for installations.

Tangible personal property is taxable in the state of TN. Any proposals for the sale of a tangible item will be charged sales tax when invoiced. If you are sales tax exempt and should not be charged sales tax, please be sure to submit your sales tax exemption certificate to your Modern Electrical Contracting, Inc. contact when approving your proposal.

4. Terms and Conditions:
Our quotation is valid for thirty (30) days from date of receipt.

Upon acceptance of our quotation, the following terms and conditions will apply:

Project will be billed on a percentage-of-completion basis.

Included (+)

- Amounts billed will be due within thirty (30) days of invoice date. After thirty (30) days, all unpaid invoices will accrue interest at 1.5% per month. Reasonable legal fees and court costs incurred by Modern Electrical Contracting, Inc., required to collect past due balances, will be borne by the debtor.

5. The Managed (Subscription) Services fees are applied per door, per camera, and for alarm monitoring. Each integration will have a cost associated, based on the specific customer device counts and requirements. Customers will either be billed monthly or annually.

- Access Control – (Door)
- Cameras – (IP Camera)
- Alarm Systems – (Burglar)

Managed (Subscription) Services Terms & Conditions

This Agreement must be purchased at the time of proposal acceptance or within 30 days of the completion of installation and shall be for an initial term of one (1) year beginning after the project installation. Prior to renewal annually or monthly, a proposal will be e-mailed to the customer contact on file for approval. Price increases are unavoidable and will be borne by our customers as vendor rates increase. If either party elects to terminate the contract, the party must notify the other in writing of its intention to terminate this Agreement no less than thirty (30) days prior to the expiration of the original term.

TERMINATION

You, the Subscriber, may cancel this agreement at any time before midnight of the third business day after the date of this transaction. After this initial cancellation window, cancellations must be made in writing and received by us no later than 30 days prior to the original term expiring. Upon termination of this Agreement for any reason, Subscriber shall permit Modern Electrical Contracting, Inc. or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from the Modern Electrical Contracting, Inc. monitoring network.

DEFAULT BY SUBSCRIBER

If the Subscriber fails to pay any amount herein within the specified terms provided on the invoice, or if the Subscriber fails to perform any other provisions hereof within ten (10) days Modern Electrical Contracting, Inc. may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by prevailing jurisdiction, but not greater than (18%) percent per annum. If the system is deactivated because of the Subscriber's past due balance, and if the Subscriber desires to have the system reactivated, the Subscriber agrees to pay in advance to Modern Electrical Contracting, Inc. any past due balance, labor associated, and applicable reconnection charges. _____ Int

Notes

Summary

Subtotal \$38,723.00

\$38,723.00

Accepted By

Date

.....

.....

ORDINANCE 642

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND ORDINANCE # 244, REZONING 4.06 ACRES OF PARCEL 046.01 OF CHEATHAM COUNTY TAX MAP 65, LOCATED AT 2055 HWY 12S.

WHEREAS R1 - This district is designed to provide suitable areas for low density residential development characterized by an open appearance. Most generally this district will consist of single-family detached dwellings.

WHEREAS C2 - This district is designed to provide adequate space in appropriate locations for uses which serve the needs of the motoring public

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

WHEREAS the Ashland City Planning Commission forwarded the request to the Mayor and the Council on August 11, 2025, with recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Ordinance 244 be amended approved.

BE IT FURTHER ORDAINED, ordinance #642 shall become effective 20 days after its final passage, the public welfare requiring it.

First Reading: _____

PUBLIC HEARING: _____

Second Reading: _____

Mayor Gerald C. Greer

City Recorder Mary Molepske



RESOLUTION 2025-37

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE UPDATED AND REFORMATTED CITY FORMS.

WHEREAS The Surplus Property Form; and

WHEREAS Grievance form (Intake/Referral); and

WHEREAS Peddler's License Form; and

WHEREAS Public Records Request Form; and

WHEREAS Application for Beer Permit Form.

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

We, the City Council, meeting in Regular Session on this the 9th day of September, 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



APPLICATION IS REQUIRED FOR EACH INDIVIDUAL SELLING.

TOWN OF ASHLAND CITY

APPLICATION FOR A PEDDLER'S LICENSE

NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE NUMBER:	
DRIVER'S LICENSE	
STATE LICENSE IS ISSUED	

MALE		FEMALE		HEIGHT		EYES		HAIR	
-------------	--	---------------	--	---------------	--	-------------	--	-------------	--

HAVE YOU EVER BEEN CONVICTED OF A CRIME?	YES	NO
---	------------	-----------

COMPANY NAME:	
COMPANY ADDRESS:	
CITY, STATE, ZIP	
COMPANY PHONE NUMBER:	

LENGTH OF TIME REQUESTED	BEGINNING DATE	THRU	ENDING DATE
---------------------------------	-----------------------	-------------	--------------------

PEDDLER LICENSE FEE FOR EACH REGULAR APPLICANT IS \$ 25.00 (14 DAYS)

PEDDLER LICENSE FOR CHAIRITABLE OR RELIGIOUS PURPOSE IS \$ 10.00 (14 DAYS)

HOURS OF OPERATION REQUESTED (DAYTIME ONLY)	START TIME	THRU	END TIME
--	-------------------	-------------	-----------------

EACH APPLICANT MUST INCLUDE A TWO-INCH PHOTO FROM THE SHOULDERS UP.

PLEASE LIST TWO REFERENCES FROM REPUTABLE LOCAL PROPERTY OWNERS WHO WILL CERITIFY AS TO THE MORAL REPUTATION AND BUSINESS RESPONSIBILITY OF THE BUSINESS/APPLICANT. IF THEY ARE NOT AVAILABLE, PLEASE LIST TWO OTHER BUSINESSES YOU HAVE BEEN ASSOCIATED WITH.

NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE NUMBER:	
TYPES OF ITEMS SOLD IF LISTING A BUSINESS.	

NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE NUMBER:	
TYPES OF ITEMS SOLD IF LISTING A BUSINESS.	

LIST THE LAST 3 CITIES OR TOWNS WHERE YOU HAVE CONDUCTED BUSINESS:

- A. _____
B. _____
C. _____

EACH APPLICANT WILL BE REQUIRED TO PROVIDE DOCUMENTATION, AT THEIR EXPENSE, OF A CERTIFIED CRIMINAL BACKGROUND FROM THE TENNESSEE BUREAU OF INVESTIGATION WITH THIS APPLICATION. VISIT WWW.TN.GOV OR CALL TBI AT (615)744-4057.

UPON APPROVAL OF APPLICATION, EVERY APPLICANT SHALL FILE WITH THE CITY CLERK A SURETY BOND, HELD BY THE TOWN OF ASHLAND CITY IN THE AMOUNT OF \$1000.00. THE BOND SHALL BE CONDITIONED THAT ALL THE PROVISIONS OF THE TOWN OF ASHLAND CITY'S ORDINANCES AND STATUES OF THE STATE OF TENNESSEE.

SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

APPLICATION AND FEE RECEIVED: _____ DATE: _____

BACKGROUND RECEIVED AND REVIEWED: _____ YES _____ NO

APPLICANT CONTACTED: LICENSE ISSUE DATE _____ EXPIRES _____

LICENSE DENIED: _____



APPLICATION FOR BEER PERMIT TO THE BEER BOARD OF THE TOWN OF ASHLAND CITY

COUNTY OF CHEATHAM

THIS SECTION IS FOR OFFICE USE ONLY

Date Received: _____

Zoning District: _____

Fee Received: _____

PERMIT TYPE:

Deferred: _____

Off Premises: _____

Denied: _____

On Premises: _____

Granted: _____

On Premises/ Special Event: _____

Event Date: _____

Manufacturer / Distributor: _____

Permit Number: _____

Caterer Permit: _____

Applications must be completed in full. Applications should also include any application fees(s), certified criminal background checks, and a copy of the business license. Applications must be submitted by the 12th of the month to be considered for permits at the next scheduled Beer Board Meeting. Beer Board Meetings are held on the second Tuesday of every month at 6:00 PM, unless otherwise advertised and scheduled, prior to Regularly Scheduled City Council Meeting.

APPLICATION FEE(S) MUST BE SUBMITTED WITH THIS APPLICATION.

Application fee Schedule as described in Title 8 Chapter 2 of the Municipal Code.

On and/or Off-site Sales	\$ 250.00
Manufacturing	\$ 250.00
Caterer	\$ 250.00
Special Event	\$ 150.00

Applicants as well as managers of the applicant's business must provide documentation, at their expense, of a certified criminal background check from Tennessee Bureau of Investigation with this application. Applicants must certify they have not been convicted of a crime of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude within the last ten (10) years. Information regarding obtaining such background checks may be made online at www.tn.gov or by calling TBI at (615)744-4057.

I (WE) HEREBY APPLY FOR A PERMIT TO _____ SELL _____ MANUFACTURE OR _____
DISTRIBUTE BEER OR OTHER BEVERAGES CONTAINING LESS THAN FIVE PERCENT (5%) ALCOHOL,
PURSUANT TO THE PROVISIONS OF TENNESSEE CODE ANNOTATED, TITLE 57, CHAPTER 5 AND THE
AMENDMENTS THERETO. THIS APPLICATION IS BASED UPON THE FOLLOWING INFORMATION.

1. TYPE OF PERMIT DESIRED:

A. _____ OFF-PREMISES SALES B. _____ ON-PREMISES SALES C. _____ MANUFACTURER/DISTRIBUTOR

2. REQUEST IS MADE FOR:

_____ NEW BUSINESS _____ CHANGE OF LOCATION OF BUSINESS
_____ CHANGE IN OWNERSHIP OF EXISTING BUSINESS _____ CHANGE IN THE TYPE OF PERMIT
_____ SPECIAL EVENT
EVENT NAME: _____
LOCATION: _____
EVENT DATE: _____

3. NAME OF APPLICANT: _____

APPLICANT IS A(N):

_____ INDIVIDUAL _____ PARTNERSHIP _____ FOR PROFIT CORPORATION
_____ FOR NON-PROFIT CORPORATION _____ OTHER _____

4. NAME OF BUSINESS: _____

5. BUSINESS LOCATION: _____

6. NAME AND ADDRESS OF THE PERSON TO WHOM CORRESPONDENCE SHOULD BE MAILED TO:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

7. DESCRIBE THE NATURE OF THE BUSINESS/ORGANIZATION:

8. NAME AND ADDRESS OF ALL PERSONS, FIRMS, CORPORATIONS, JOINT – STOCK COMPANIES, SYNDICATES OR ASSOCIATIONS HAVING AT LEAST 5% OWNERSHIP INTEREST IN THE APPLICANT:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

9. Have any of the parties referred to in question above or any persons to be employed in the distribution or sale of beer been convicted of any violation of the laws against the possession, sale, manufacture or transportation of beer or other alcoholic beverages or any crime involving moral turpitude or any felony within the past ten years? If so, give particulars of each charge, court, and date convicted.

10. HAVE ANY OF THE PARTIES REFERRED TO IN QUESTION 8 ABOVE EVER HAD A BEER PERMIT REVOKED, SUSPENDED, OR DENIED? EXPLAIN:

11. NAME AND TELEPHONE NUMBER OF THE MANAGER TO BE RESPONSIBLE FOR SALE, STORAGE, OR MANUFACTURE OF BEER:

MANAGER NAME:	
MANAGER PHONE NUMBER:	

12. NAME AND ADDRESS OF THE PROPERTY OWNER:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

13. NAME AND LOCATION OF THE NEAREST CHURCH:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	
DISTANCE FROM LOCATION:	

14. NAME AND LOCATION OF THE NEAREST SCHOOL:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	
DISTANCE FROM LOCATION:	

15. DESCRIBE THE STEPS WHICH WILL BE TAKEN TO PREVENT THE SALE OF BEER TO MINORS:

16. ANSWER EACH OF THE FOLLOWING QUESTIONS:

DO YOU AGREE NOT TO ENGAGE IN THE SALE, STORAGE, MANUFACTURE OR DISTRIBUTION OF BEER EXCEPT AT THE PLACE OR PLACES FOR WHICH A PERMIT IS ISSUED?	YES	NO
DO YOU AGREE THAT THE SALE, STORAGE, OR MANUFACTURE OR DISTRIBUTION OF BEER WILL BE MADE ONLY IN ACCORDANCE WITH THE PERMIT GRANTED?	YES	NO
DO YOU RIGIDLY ENFORCE THE LAWS AGAINST THE SALE OF BEER TO MINORS?	YES	NO
DO YOU AGREE NOT TO PERMIT MINORS OR INTOXICATED PERSONS TO LOITER AROUND THE PLACE OF BUSINESS?	YES	NO
DO YOU AGREE NOT TO EMPLOY ANY PERSON IN THE SALE OR DISTRIBUTION OF BEER WHO HAS BEEN CONVICTED OF ANY VIOLATION OF THE LAWS AGAINST THE POSSESSION, SALE, MANUFACTURING, OR TRANSPORTATION OF BEER OR OTHER ALCOHOLIC BEVERAGES, OR ANY CRIME INVOLVING MORAL TURPITUDE WITHIN THE PAST TEN YEARS?	YES	NO

The undersigned hereby solemnly swears that each and every statement in the foregoing application is true and correct and agrees that if any statement is false, the permit issued pursuant thereto may be revoked by the Beer Board, upon notice of hearing, in which event the burden shall be on the permittee to prove the correctness of all the statements in the application. The undersigned certifies he/she has read and is familiar with the beer laws of The Town of Ashland City in the event of a change in management, the undersigned agrees that the information requested in question 11 will ne provided to the Town of Ashland City within seven days of such change. If the applicant is other than an individual, the undersigned affirms that he/she is a representative of the applicant duly authorized to submit the foregoing application.

SIGNATURE	TITLE (IF OTHER THAN AN INDIVIDUAL)

SWORN TO AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, _____

NOTARY PUBLIC	COMISSION EXPIRES



INTAKE/REFERRAL FORM

Pursuant to Tennessee Code Annotated § 10-7-502(a), "all state . . . records . . . shall at all times, during business hours, be open for personal inspection by any citizen of Tennessee, and those in charge of such records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law." Accordingly, the City cannot and does not guarantee the confidentiality of this document or any notes, files, reports, or other documents, whether created by the city or received from the complainant, accused, or witnesses.

NAME OF COMPLAINANT OR PERSON REPORTING EVENT:

TELEPHONE NUMBERS OF COMPLAINANT OR PERSON REPORTING EVENT:

WORK: _____

HOME: _____

MOBILE: _____

NAME OF THE AGENCY INVOLVED:

NAME OF THE PERSON(S) WHO ALLEGEDLY DISCRIMINATED AGAINST YOU OR HARRASSED YOU?

RELATIONSHIP OF THE ALLEGED ACCUSER TO YOU (EXAMPLE: DIRECT SUPERVISOR/CO-WORKER):

[illegible]

EXPLAIN WHY YOU BELIEVE THESE EVENTS OCCURRED:

DESCRIBE HOW OTHERS WERE TREATED DIFFERENTLY THAN YOU:

WERE THERE OTHER EMPLOYEES THAT WERE TREATED BETTER IN SIMILAR CIRCUMSTANCES:

_____ YES _____ NO

PLEASE CHECK ONE

IF YOU ANSWERED YES TO THE PREVIOUS QUESTION, PLEASE PROVIDE THE NAMES OF THE EMPLOYEES WHO WERE TREATED BETTER AND DESCRIBE HOW THEY WERE TREATED BETTER:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

PLEASE IDENTIFY AND INCLUDE ANY OTHER DOCUMENTATION SUCH AS DIARIES, JOURNALS, RECORDINGS, EMAILS, VOICEMAILS, WRITTEN CORRESPONDANCE, ETC. THAT YOU THINK IS RELEVANT TO THIS MATTER.

WHAT DO YOU WANT TO HAPPEN AS A RESULT OF THIS COMPLAINT?

PLEASE LIST THE NAME(S) AND RELATIONSHIP(S) TO ANYONE YOU HAVE DISCUSSED THIS MATTER WITH? EXAMPLE CO-WORKER'S, FRIENDS, FAMILY MEMBERS, ETC.

SIGNATURE OF COMPLAINANT: _____

DATE: _____

INTERNAL INVESTIGATION:

(IF COMPLETED BY A SUPERVISOR OR CITY EMPLOYEE AS A RESULT OF INTERVIEWING A
CAMPLAINANT, PLEASE PROVIDE THE FOLLOWING INFORMATION.)

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

DEPARTMENT OR DIVISION: _____

WORK TELEPHONE NUMBER: _____

DATE THE COMPLAINT WAS RECEIVED: _____

DATE THIS FORM IS COMPLETED: _____

REASON FOR THE DELAY IF THERE IS ANY, BETWEEN THE DATE THE COMPLAINT WAS RECEIVED
AND THE FORM WAS COMPLETED:

NAME AND TITLE OF THE PERSON THE FORM WAS FORWARDED TO FOR ACTION:

DATE THE FORM WAS FORWARDED:

INVESTIGATION MEMORANDUM FORMAT

1. Complainant's name, job title, department, location

2. Initiation of investigation:

- a. Persons involved in conducting investigation
- b. Date complaint received by agency
- c. Person in agency who initially received complaint
- d. Date investigation began and, if applicable, reason for any delay

3. Description of complaint

- a. General nature of events giving rise to complaint, including dates of alleged events
- b. Person(s) accused of inappropriate behavior and organizational relationship to complainant

4. Statements and evidence gathered in the investigation

a. Complainant

- i. Specific allegation(s). If more than one allegation, list each separately
- ii. Additional witnesses named by complainant
- iii. Resolution desired by complainant

b. Person accused of inappropriate behavior. If more than one, list each separately

- i. Specific response(s) to allegation(s). If more than one, list each separately
- ii. Additional witnesses named by accused

c. Witnesses interviewed

- i. Name and job title. If more than one, list each separately
- ii. Evidence about specific allegations (noting firsthand knowledge v. secondhand knowledge)
- iii. Additional witnesses, if any

5. Summary of evidence

- a. Corroboration of specific allegations
- b. non-corroboration of specific allegations
- c. Other pertinent information

6. Conclusions concerning violation of policy.

INCLUDE ONLY AT THE DIRECTION OF THE ADA COORDINATOR.

7. Appendices

- a. List of potential witnesses not interviewed and reason
- b. List of attachments (documentary evidence)



PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

Name of Requestor: _____

Address (for mailed copies): _____

City: _____ State: _____ Zip Code: _____

Phone number: _____

Is the requestor a resident of the State of Tennessee? YES ☐ NO ☐

Please attach a copy of the front and back of your Tennessee State ID or Driver's License.

Type of Request:

☐ Inspection Only: (The TPRA does not permit a fee or require a written request for inspection Only).

☐ Copy / Duplicate:

If cost for copies is assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount NOT to exceed \$ _____? Please initial in the box if you agree. ☐

Delivery Preference:

☐ On-Site Pick-up

☐ USPS First Class Mail

☐ Electronic

Other: _____

In the box below:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

SIGNATURE OF REQUESTOR DATE SUBMITTED PUBLIC RECORDS COORDINATOR DATE RECEIVED

PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To:

[Insert Governmental Entity Name and Name and Contact Information for the Public Records Request Coordinator]

From:

[Insert Requestor's Name and Contact Information (include an address for any TPRA required written response)]

Is the requestor a Tennessee citizen? ☐ Yes ☐ No

Request: ☐ Inspection (The TPRA does not permit fees or require a written request for inspection only¹.)

☐ Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$ _____? If so, initial here: _____.

Delivery preference: ☐ On-Site Pick-Up
☐ Electronic

☐ USPS First-Class Mail
☐ Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

Signature of Requestor

Date Submitted

Signature of Public Records Request Coordinator and Date Received

¹ Note, Tenn. Code Ann. § 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.

Print Form

Reset Form



Town of Ashland City

Public record request response form

GOVERNMENTAL ENTITY NAME AND ADDRESS:

Town of Ashland City, 405 N. Main Street, Ashland City, Tennessee 37015

DATE OF RESPONSE: _____

REQUESTOR'S NAME AND CONTACT INFORMATION

IN RESPINSE TO YOUR RECORD REQUEST RECEIVED ON _____ OUR OFFICE IS TAKING THE ACTION(S) INDICATED BELOW:

☐ **THE PUBLIC RECORD(S) RESPONSE TO YOUR REQUEST WILL BE MADE AVAILABLE FOR INSPECTION:**

LOCATION: _____

DATE & TIME: _____

☐ **COPIES OF THE PUBLIC RECORD(S) RESPONSE TO YOUR REQUEST ARE:
ATTACHED.**

☐ **AVAILABLE FOR PICKUP AT THE FOLLOWING LOCATION:**

BEING DELIVERED VIA ☐ **USPS FIRST CLASS** ☒ **MAIL** ☐ **ELECTRONICALLY** ☐ **OTHER**

YOUR REQUEST IS DENIED ON THE FOLLOWING GROUNDS:

☐ **YOUR REQUEST WAS NOT SUFFICIENTLY DETAILED TO ENABLE IDENTIFICATION OF THE SPECIFIC REQUESTED RECORD(S).**

☐ **YOU WILL NEED TO PROVIDE ADDITIONAL INFORMATION TO IDENTIFY THE REQUESTED RECORD(S).**

☐ **NO SUCH RECORD(S) EXISTS OR THIS OFFICE DOES NOT MAINTAIN RECORD(S) RESPONSIVE TO YOUR REQUEST.**

☐ **NO PROOF OF TENNESSEE CITIZENSHIP WAS PRESENTED WITH YOUR REQUEST. YOUR REQUEST WILL BE RECONSIDERED**

☐ **UPON PRESENTATION OF AN ADEQUATE FORM OF IDENTIFICATION.
YOU ARE NOT A TENNESSEE CITIZEN.**

☐ **YOU HAVE NOT PAID THE ESTIMATED COPYING/ PRODUCTION FEES.
IT IS NOT PRACTICABLE FOR THE RECORDS YOU QUESTED TO BE MADE PROPMTLY AVAILABLE FOR INSPECTION AND/OR COPYING BECAUSE:**

☐ **IT HAS NOT YET BEEN DETERMINED THAT RECORDS RESPONSIVE TO YOUR REQUEST EXIST, OR**

☐ **THE OFFICE IS STILL IN THE PROCESS OF RETRIEVING, REVIEWING, AND/OR REDACTING THE REQUESTED RECORD(S).**

THE TIME REASONABLY NECESSARY TO PRODUCE THE RECORD(S) OR INFORMATION AND/OR TO MAKE A DETERMINATION OF A PROPER RESPONSE TO YOUR REQUEST IS:

IF YOU HAVE ANY ADDITIONAL QUESTIONS REGARDING YOUR RECORD REQUEST, PLEASE CONTACT OUR RECORDS CUSTODIAN OR PUBLIC REECORDS REQUEST COODINATOR OR CITY RECORDER.

SINCERELY,

*

MARY MOLEPSKE, CITY RECORDER, 615-792-4211 EXT 5221, MMOLEPSKE@ASHLANDCITYTN.GOV



THE TOWN OF ASHLAND CITY, TENNESSEE

DEPARTMENT:

The following items are hereby nominated for designation as surplus City Property pursuant to Resolution 2018-05.

NAME OF ITEM:

ITEM DESCRIPTION:

SERIAL NUMBER/VIN NUMBER

ASSET NUMBER: _____ AGE:

ESTIMATED REMAINING USEFUL LIFE(YEARS)

REASON FOR MAKING THE NOMINATION:

SIGNATURE: _____ DATE:



COVER SHEET

TO:

FROM:

NUMBER OF PAGES:

PHONE NUMBER:

DATE SENT:



AWARDED GRANTS FOR BUDGET PREPARATION AND

RECORDS

TOTAL GRANT MONEY:

FY GRANT MONEY:

BUDGET YEAR:

____ ☐ _____ ☐ _____ ☐

GRANT TYPE:

FEDERAL

STATE

OTHER

MATCH _____

HOW MUCH?

NAME OF GRANT:

ESTIMATED DATE OF AWARD:

PURPOSE OF THE GRANT: (INCLUDE ALL ACQUIRED DOCUMENTS UPDATED AFTER COUNCIL APPROVED THE GRANT.)

* _____

* _____

MAIN POINT OF CONTACT:

PHONE NUMBER:

ADDRESS OF SENDER/RECIEVER:

DEPARTMENTHEAD SIGNATURE:

DATE:

PLEASE ADVISE THE FINANCE DEPARTMENT WHEN REFUND REQUESTS HAVE BEEN SUBMITTED. THIS WILL ASSIST
THE FINANCE TEAM TO WATCH FOR THE DEPOSITS AND GET THEM APPLIED TO THE GRANT REVENUE.

Ashland City Water Treatment Plant Installation Estimate

367 Tennessee Waltz Pkwy
Ashland City, TN 37175

Proposal for Ashland City Water Treatment Plant

SWC of Nashville
1713 Lebanon Pike
Nashville, TN 37210

kip.scott@swc.net | 615.203.1444

June 11, 2025

Proposal valid

ITEM # 16.

TABLE OF CONTENTS

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Scope

SWC is providing a cost to install the following;

1 Fire Alarm Control Panel in the electrical room.

1 Pull Station in the hallway by the door leading to the stairwell

1 Smoke Detector above the fire alarm panel

4 Connections to the sprinkler system downstairs, - 3 Tamper, 1 Waterflow

Notification devices placed throughout

One notification device on the outside of the building

1 Cellular Communicator for system monitoring

Subcontractor to install all conduit according to this type of facility

Subcontractor is to install the 120V circuit for the fire alarm panel

Subcontractor is to provide one floor penetration for fire alarm installation downstairs.

Pricing Summary

OFFER: In accordance with the Scope of Work and Terms and Conditions attached hereto, SWC is pleased to offer this pricing, **valid through 7/11/2025**, for the following project:

Ashland City Water Treatment Plant

Installation Estimate

REF #: 64316_EST_1

ESTIMATE GROUP	TOTAL PRICE
Electrical Contractor Work	\$27,396.02
FA System	\$20,380.17
Monitoring	\$720.00

SUB-TOTAL: \$48,496.19

TAX (EXEMPT): \$0.00

TOTAL: \$48,496.19

Per my authority as an executing agent, please accept this as an intent to award and enter into a contractual agreement with SWC.

Bill of Materials

EST. GROUP - FA System

Mfg	Part Num	Description	Quantity
Space Age	E120V-GT	120VAC SURGE PROTECTOR	1.00
Honeywell	HW-AV-LTE-M-2	Commercial Fire CLASS Dual-Path Ethernet	1.00
Honeywell	HW-AV-ENC	Metal Mounting Enclosure for HW-AV-LTE-M	1.00
Space Age	SSU01690	SWC Silk Screened Document Box	1.00
Space Age	IK1006	LOCK KIT WING HANDLE 7/8"	1.00
Fire-Lite	ES-50X	Fire Alarm Control Panel Addressable 50p	1.00
EDWARDS	12V6A5	Battery 6.5 AH, 12 Volt	2.00
SYSTEMS			
TECHNOLOGY			
Fire-Lite	SD365	Smoke Detector,Addressable, White	1.00
System Sensor	P2RLED	HORN/STROBE, RED, WALL MT	3.00
System Sensor	PC2RL	Horn/Strobe, Ceiling Mount, 12/24V, Mult	2.00
System Sensor	SCRKLED	L-Series Outdoor Ceiling-Mounted LED Str	3.00
System Sensor	SRLED	STROBE, RED	2.00
Fire-Lite	MDF-300	Firelite Dual Monitor Module	2.00
System Sensor	P2GRKLED	System Sensor P2GRKLED L-Series Outdoor	1.00
Windy City Wire	1402PFA-RED	14-02 UNS SOL FPLP Red Jkt	1.00
SWC	Misc-Cable	Misc. Cable, Connectors and Consumables	1.00
Graybar	J-Hook	J-Hooks & Hardware	50.00
ADI	FL-BG12LX	BG-12LX is a state-of-the-art, dual-acti	1.00

EST. GROUP - Monitoring

Mfg	Part Num	Description	Quantity
SWC Software	FA Cell mon - Annual	Fire Alarm monitoring - Cellular, ANNUAL	1.00

Terms & Conditions

Article A. Scope Includes:

Scope includes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Submittals for review and approval, if required.
2. SWC Construction documents from approved Submittals for strict use by others for providing a complete conduit/raceway system and all conjunctive efforts.
3. Furnishing ONLY; special housings and special back boxes for installation by others.
4. Furnishing and installing wire and cable for systems listed.
5. 5 Furnishing, installing and termination of field devices.
6. Furnishing, installing and termination of head-end equipment in Equipment Rooms and Control areas.
7. Functional testing of systems per SWC standards. Testing documents available upon request.
8. Operation and maintenance documents in electronic format ONLY, per the standards of SWC.
9. Project Management services in coordination with SWC scope of work.
10. Site Supervision during the installation of SWC scope of work ONLY.
11. As required; site conditions verification for SWC Scope of work ONLY.
12. Consideration of prevailing wage requirements if and as applicable.
13. Removal of only those existing system/devices and cable rendered obsolete by this project.
14. Training and Go-Live support as defined in the bid documents, and will be on consecutive days Mon-Fri 8am-4pm. Customer conducted end-user training must be completed prior to Go-Live

Article B. Scope Excludes:

Scope excludes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Service and circuit power requirements including final connections to any and all of our electronic equipment.
2. A complete and independent conduit/raceway for system per the NEC and installed in the most direct and efficient manner and method including all necessary conduit, back boxes, pull/junction boxes, wire ways, 'J' hooks, racks, pull strings etc. all being properly identified and color coded (unless specifically described in the scope of work).
3. Lead lined or similar back boxes unless specifically noted.
4. Finish Painting (except for those products furnished from the factory by SWC with finish paint).
5. Patching of concrete, tile, drywall or masonry.
6. Core drilling and sleeves including any X-ray services needed.
7. Furnishing and installing hardware for doors.
8. Any and all interfacing to other equipment unless specifically noted. This includes lighting control relays.
9. Server(s) and workstation(s) hardware and Microsoft operating system

ARTICLE C. TERMS & CONDITIONS:

Term and Conditions are as follows unless specifically modified by the written, project specific scope of work contained in this proposal.

1. These Standard Terms and Conditions are a part of the Proposal made by and between SWC and the Customer identified in the Proposal. Upon acceptance of the Proposal by the Customer by signature, the total Proposal contents and any other documents included or referenced in the Proposal create a legal and binding Contract/Subcontract between SWC and the Customer. The Agreement must be executed by the Parties, the Customer and SWC, prior to any action or work being performed by SWC.
2. Customer's Contract and Bond. The Customer shall furnish to SWC a copy of its Contract; values may be removed, along with a copy of the Customer's Performance and Payment Bond.
3. Builders Risk. The Customer shall also secure and furnish to the SWC a copy of the Builders Risk Insurance policy covering the entire project inclusive of the SWC's on-site work and delivered equipment.
4. CAD Files. The Customer will furnish to SWC required and appropriate CAD files immediately after execution of this Agreement. Delays in furnishing CAD files will delay the project. Lack of appropriate CAD files will be cause for a change order at \$250 per sheet.

5. Project Schedule & Site Requirements. The Project Schedule will be a mutually agreed upon document between the Customer and SWC inclusive of the original issue and all revisions. SWC will issue to the Customer its schedule to state and clarify SWC's activities, durations and order of activities. The Customer shall issue any proposed revisions to the Schedule in a timely manner in order that SWC may respond with agreement and or changes.
- Schedule Acceleration by the Customer, for reasons not caused by SWC (i.e. other trades not meeting the schedule, weather, site conditions and other delays), may result in additional manpower or manhours to be required of SWC. These may result in additional compensation and or time extensions to SWC's Work.
 - Work Hours. SWC's Proposal is based on normal work hours Monday through Friday. SWC may request of the Customer to self-schedule at SWC's own expense. Any other requirement by the Customer of SWC will be cause for additional compensation.
 - Schedule items of commencement and performance of possible SWC activities require completion of work by other trades. The possible key activities are as noted following:
 - Wire and cable installation – Completion of conduit and raceway with pull-strings in place, conduit color-coded per SWC system color designations (including conduit terminations and pull boxes) and all conduit and pull boxes being properly labeled.
 - Device installation – Walls and ceilings completed and finish paint applied with all areas dust and moisture free and building (Work area) secured.
 - Headend equipment installation – Equipment Rooms 100% complete, lockable and environmentally controlled.
 - Control equipment installation – Rooms 100% complete, lockable and environmentally controlled.
 - Release of a certain quantity of (minimum of 4) rooms or areas per consecutive day/week; failure to release or delay in release may be cause for additional compensation.
 - Submittals (Shop Drawings). Normal timeframe is 8-12 weeks from receipt of execution by both parties of this proposal. Timeframe is dependent of the Project size, scope and requirements.
 - Within the first 30-40 days of the execution of the Proposal, SWC will require the following, if applicable, in order to make the project a success and in order to proceed with final design, programming, manufacturing and installation: (1) necessary IP addresses and server access, (2) needs assessment session and sign-off and (3) final review and sign-off of project scope, submittals and schedule.
 - Manning the Site (Installation Start). Allow a minimum of 2-8 weeks from receipt of approved Submittals for SWC to commence work on site.
 - SWC Site Supervision and Site Meetings. SWC will assign a designated Project Manager and or Site Superintendent to the Project. SWC shall have on-site supervision only when we have on going site work being performed by the SWC's personnel. SWC shall attend all site meetings when we have on-going work on-site or any meetings requiring our attendance when proper notice has been received from the Customer.
 - Customer/Owner Site Supervision. The Customer will assign a designated Project Manager and or Site Superintendent to the Project as the point of contact. For Health Care projects, the facility will appoint a Clinical Administrator, a Systems Resource Administrator and IT Administrator for coordination and working directly with SWC throughout the project.
 - Protection of Work. SWC takes full responsible for protection of its work as it applies to the normal project conditions, however SWC's responsibility does not cover damage to our equipment and work by other trades whether it by accident, negligence or a deliberate action.
 - Temporary Site Facilities. Unless specifically identified in SWC's scope of work, the Customer shall furnish all proper and sufficient temporary site facilities, including but not limited to site access, lockable storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, toilets, potable water, electrical service, lighting, heat, ventilation, weather protection, fire protection, dewatering (pumping) and trash and recycling services.
 - Safety Barriers and Fines. SWC shall not be liable for erecting or maintaining project safety barriers except those specifically needed for the work of SWC.
 - Safety Policy. Safety First is mandated by SWC and as such all SWCs employees or subcontractors will operate under its written Safety Policy. The Customer may request a copy for its records.
 - Drug Policy. Drug Free is mandated by SWC and as such all SWC's employees or subcontractors will operate under its written Drug Free and Substance Policy. The Customer may request a copy for its records.
6. Payment Terms, Stored Material & Changes to Work.
- Payment Terms. SWC shall issue its Schedule of Values for determining its progress payments, which will include the required downpayment, Engineering, Manufacturing, Project Management, off-site stored materials and any other disciplines of the Work. Progress payment invoices will be issued on the 25th of each month for work performed through that current month's end. Payments are due within thirty (30) days of invoice date. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the due date or the maximum rate permitted by law. Failure to pay any invoice when due shall constitute a breach of contract and will result in work stoppage until payments are brought up to date, remobilization fees shall apply. Additionally if SWC is forced to engage an outside source, legal or otherwise, to collect on any past due amount, then such costs and fees to do so will be born by SWC's Customer.

- SWC's standard payment application and invoice forms will be accepted and used for issuing the monthly request. No other additional documentation or forms will be required for payment. Any request for additional forms or documentation will be upon written request and, if approved by SWC, will be processed at an additional administrative fee to be invoiced separately. Certain requested information, if approved, will be redacted for all confidential information and or pricing.
 - SWC does not accept any contingent payment terms and or clauses of any type. SWC requires prompt payment by our Customer to meet our obligations to our labor and vendors alike and therefore will not accept the risk of our Customer's receipt of payments from their customer or from any source for payment to SWC.
 - Payment for Stored Materials. Payment for materials stored at SWC's facilities will be allowed. Materials and components must be ordered in advance to assure Schedule requirements and along with the sensitivity of the equipment to the conditions of a construction site dictates storage offsite in a controlled environment until the facility is environmentally controlled and secured." SWC's facilities and warehouse are secured and monitored for fire and theft plus being environmentally controlled.
 - Lien Waivers. SWC will only issue and sign final waivers of lien or bond rights that exclude any waiver of lien or bond rights securing payment, unbilled changes, and claims which have been asserted in writing or which have not yet become known to SWC, and any such waivers shall either apply only through the date of work covered by SWC's last payment application that has been paid in full, or shall be conditional upon receipt of funds to SWC's account. Releases of Lien for partial or final payment will be contingent on the receipt of the funds covered by the Release of Lien.
 - Changes and Claims. SWC shall be entitled to equitable adjustments of its schedule and price for delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to (a) those cause by labor unrest, fires, acts of nature, wars, or suspensions or delays caused by the Customer or others; (b) extra work it performs in accordance with the proposal; and (c) extra work it performs pursuant to written or verbal instructions of the Customer, provided that SWC gives the Customer notice in writing (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work. All extra work will only be performed by the SWC only after issuance by the Customer of a signed and executed change order, time & material work order and or other SWC approved directive.
 - Retainage. No retainage will be withheld on labor or materials.
 - Payment Forms. Acceptable payment forms shall be submitted and approved by SWC. Payments forms that will be considered are Customer Company check, bank draft and credit card. Note, for credit card payments, SWC will charge a processing fee current to SWC at the time.
 - Performance and Payment Bond. Proposal pricing does not include the cost of a performance and payment bond. The P&P Bond is available upon written request at a minimum cost of one (1%) percent of the final executed Proposal value. The P&P Bond, if required, will be invoiced separately.
 - Project Startup and Mobilization Fee. A fee in the amount of thirty (30) percent of the final Proposal price will be required to be received by SWC prior to commencement of any work of the executed Proposal.
 - Taxes are not included in the Proposal price unless specially noted.
 - Ownership and Title of Equipment. Title and ownership to any Equipment and Software remains with SWC until receipt of full payment or invoiced portion thereof. Any Equipment or Software used to operate the system(s) is subject to the license or software license granted by the applicable manufacturer or SWC. All designs for the system(s) and software are proprietary to SWC and remain the sole and exclusive property of SWC and or SWC's manufacturer. Such designs may not be modified by the Customer or any third party without prior written authorization.
7. Permits, local license, inspections and all related cost will be furnished and paid by others. SWC is licensed to perform work in the state and has license as such.
 8. In the case of termination for our Customer's or the Owner's convenience, SWC shall be entitled to receive payment for work executed, materials purchased and costs incurred by reason of such termination along with reasonable overhead and profit on the work not executed.
 9. Customer/Owner Insurance. The Customer/Owner shall maintain a Builders Risk and other policies of public liability, property damage, burglary and theft insurance under which SWC and the Customer are named as insured, and under which the insurer agrees to indemnify and hold SWC harmless from and against all costs, expenses, including attorney fees, and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries or damages contributed to by SWC's negligent performance to any degree or its failure to perform any obligation.
 - The minimum limits of liability of such insurance shall be \$1,000,000.00 for any injury or death and property damage, burglary or theft coverage in an amount necessary to indemnify Customer for property on its premises. SWC shall not be responsible for any portion of any loss or damage which is covered or recoverable by the Customer from insurance covering such loss or damage against which the Customer is indemnified or insured.
 - SWC's Insurance. SWC's insurance will name its Customer only as additional insured. SWC's standard insurance policy and the limits therein, which will meet the minimum requirements, shall be acceptable.

- SWC shall maintain insurance with coverage until the end of the warranty period with the limits only as provided by SWC's existing insurance program as shown by its certificate of insurance issued at the time of Proposal execution. SWC's insurance is not and will not become at any time the primary coverage for the Customer or any other party and does not accept any contribution provisions for the Customer or any other party for any associated defenses or losses. Any "No Subrogation" clauses placed on the SWC are deemed null and void.
 - Wrap-Up Projects (OCIPs and CCIPs). SWC will not participate in a consolidated insurance program ("CIP"). SWC's Insurance Carrier does not allow SWC's participation in any secondary insurance programs provided by the Customer, Owner, Construction Manager and or Contractor (OPIC, CCIC, etc.) due to most programs of such having limited coverage to the site and in coverage amounts.
10. Warranty. SWC's warranty, if applicable, will begin at SWC's substantial completion (phased if applicable) and the issuance of the Certificate of Warranty by the SWC. Warranty will be one (1) year from substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees and as noted will be as defined by our Certification of Warranty issued at the time of substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees. Certain hardware may be covered by an additional manufacturer's warranty (shipping/freight, and labor excluded)
 - Additional pricing is specially excluded in the Proposal for extended warranty services. Extended warranty services require a separate executed agreement. If such an agreement is executed and paid at the stated time, it will begin one year from issuance of SWC's Certificate of Warranty. Failure to execute and issue payment will result in loss of service and support under warranty terms and conditions. However, if an extended warranty agreement is not executed then SWC's normal billable service will remain available on a will-call basis.
 11. Force Majeure. SWC shall not be liable or responsible to any party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent, directly or indirectly, such failure or delay is caused by or results from acts beyond SWC's reasonable control, including, without limitation, the following force majeure events (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; (m) delayed at any time in the commencement or progress of its Work due to a delay in delivery of or unavailability of materials (transportation and or supply chain issues) beyond the control and fault of SWC, (n) unexpected skilled labor shortage, (o) access to the project that prevents performance to the agreed upon schedules and (n) other similar events beyond the reasonable control of SWC. For the avoidance of doubt, Force Majeure shall not include financial distress, the ability to make a profit, to avoid a financial loss or SWC's inability to perform its obligation for reasons other than those stated.
 12. Special Site Conditions. Owner/Contractor will provide a safe, clean work environment free from any infectious and or hazardous conditions.
 13. Anti-bid shopping clause. It is understood and agreed that this Quote is a confidential document between the parties and any use thereof to conduct business with any party other than SWC constitutes a breach of contract. The sharing of commercially sensitive business information with competitors (such as information relating to prices and costs) can amount to illegal conduct and must be avoided.
 14. Hold Harmless and Indemnification Restriction. SWC's indemnification is strictly limited to damages caused by and only caused by SWC's own negligence. Any indemnification or hold harmless obligation of SWC extends only to claims relating to bodily injury, sickness, disease or death and property damage (other than to SWC's work), and then only to that part or proportion of any claim caused by the negligence or intentional act of SWC, its sub-subcontractors and its employees. SWC shall not have a duty to defend any other party.
 15. Lien and Bond Rights Preserved. This is a preliminary information pursuant to applicable State laws and does not constitute a current lien on the said property nor does it reflect adversely on the Customer and if applicable the Owner. It is a notice to protect the rights of SWC and is not a lien, cloud, nor encumbrance to the said property, nor is it a matter of public record. Certain State and local laws require the issuance of this notice as a prerequisite afforded by the lien and or bonding laws in most instances to protect the rights in the future. Accordingly, this provision, notice, is made a part of this agreement as a matter of protection to SWC as a standard practice. Notwithstanding any provision to the contrary, SWC may take all steps reasonably necessary to preserve and enforce its lien and bond rights.
 16. Prevailing and or union wages are not included in our proposal unless specially noted.
 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the location of the facility for which product is installed or services are performed.
 18. Severability. In the event any one or more of the clauses or provisions of this Agreement or any exhibit is held to be invalid or inapplicable to said Agreement or otherwise unenforceable, the enforceability of the remaining clauses and provisions shall remain enforceable.

19. Additional Provisions. Contract provisions and clauses not stated that strictly apply to this Agreement but may become applicable or necessary in the course of the Project (i.e., Dispute Remedies, Severability, Termination, Assignments, Conflicts, etc.) shall be in accordance with the standards of the American Subcontractors Association Contract Articles and Clauses.
20. Time validity of this Quote is 30 days.

PROPOSAL ACCEPTANCE

By signing this Proposal, the Customer accepts this Proposal, enters into a Subcontract Agreement with SWC in the amount of \$48,496.19 and authorizes SWC (South Western Communications, Inc.) to commence with the noted Work of Proposal 64316_EST_1. The authorization is inclusive of approval to commence Equipment procurement, Engineering, Programming, Manufacturing and Installation with applicable progress invoicing of same.

Execution of this Agreement by the Parties. SWC reserves the right to delay the commencement of any required activities of this Agreement until which time SWC has received the required Project Start-up and Mobilization fee and other applicable requirements such as Customer Credit/Risk Application, Insurance Certificates (Customer and Builders Risk), Bond (Customer and Owner, CAD Files, etc.,

Note: This proposal will expire if not accepted within thirty (30) days of the date of the Proposal. SWC reserves the right to modify this Proposal at any time prior to acceptance.

Proposal Acceptance and Subcontract Execution:

By:

Customer Authorized Signature

SWC Authorized Signature

Printed Name

Printed Name

Title

Title

Acceptance Date

Acceptance Date