



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
January 14, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Alwilda Binkley, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) 12-10-19 Council Meeting Minutes

RECOGNITION PRESENTATION

2. Certificate of Achievement
3. Appreciation Award

SWEAR IN NEWLY ELECTED OFFICIALS

- [4.](#) Mayor Steve Allen
- [5.](#) Councilman Chris Kerrigan
- [6.](#) Councilwoman Lisa Walker
- [7.](#) Councilman Gerald Greer

PRESENTATION OF PROCLAMATION

- [8.](#) Ashland City Girls 14U Softball Team
9. Ashland City 12U Fast Pitch Softball Team

PUBLIC FORUM

REPORTS

10. City Attorney

OLD BUSINESS:

- [11.](#) Electrical Permit Discussion
- [12.](#) Leak Adjustment Discussion
- [13.](#) ServLine Insurance Policy
- [14.](#) Fire Hall Design Discussion
15. City Hall Design Discussion
- [16.](#) Part-time Firefighter Funding Agreement
- [17.](#) Amusement Attractions Contract for Summerfest

NEW BUSINESS:

18. Tennessee Waltz Parkway/Highway 12 Red Light Design
- [19.](#) Industrial Access Road Grant: Project Design Concept

[20.](#) Dell & Davenport Contracts (Servers, Local Client, and Backup)

21. Elect Vice Mayor

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
December 10, 2019 6:00 PM
Minutes

ROLL CALL

Mayor Allen called the meeting to order at 6:06 p.m.

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilwoman Alwilda Binkley
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilwoman Lisa Walker

PLEDGE AND PRAYER

Chaplain Charles Gains led the pledge and prayer.

APPROVAL OF AGENDA

Ms. Kellie Reed requested an emergency expenditure report be added under expenditures. A motion was made by Councilwoman Binkley, seconded by Vice Mayor Anderson, to approve the agenda with the change. All approved by voice vote.

APPROVAL OF MINUTES

1. 11-12-19 Meeting Minutes

A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the 11-12-19 meeting minutes. All approved by voice vote.

PRESENTATION OF CHRISTMAS PARADE AWARDS

Mayor Allen stated we had a great parade this year and the turnout of viewers would be hard to estimate because it seemed like there were so many people out this year. He further stated he appreciates everyone coming and the participants who worked so hard on their floats and entries. Mayor Allen then requested the following winners to step forward to accept their awards.

2. Mayor's Choice- Midway Supply
3. 1st Place- Bethlehem Free Will Baptist Church
4. 2nd Place- Pleasant View Milling and Gold Star Realty
5. 3rd Place- At Home Realty

PUBLIC FORUM

Chad Glass- Water Adjustment. Mr. Glass stated the water account is under the name of Sara Glass and they live at Sycamore Place Apartments and they had a toilet leak which maintenance repaired, but resulted in a high water bill. Mayor stated the bill was in the amount of \$1,260.87, but the normal average is \$110.85. A motion was made by Councilman Adkins, seconded by Councilwoman Binkley, to adjust the bill to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Briana Walton- Water Adjustment. Ms. Walton stated her handle was left up in the toilet and the chain was stuck which caused a high water bill. Mayor stated the bill totaled \$453.44, but normally averages \$64.39. A motion was made by Councilwoman Binkley, seconded by Councilman Kerrigan, to adjust the bill down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson,

Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Bill Garrett- Water Adjustment. Mr. Garrett stated his bill last month was four times the normal average and the month prior was twice the normal average due to a hose pipe leaking under the house. He further stated he would like to request an adjustment on the sewer. Mayor stated the bills totaled \$125.12 and \$84.51, but normally averaged \$38.32. A motion was made by Councilwoman Walker, seconded by Councilman Adkins, to adjust the bills down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Chris Eades- Water Adjustment. Mr. Eades stated he had a high water bill due to a toilet leak at his previous address that has been repaired and he has since moved. Mayor stated the bill totaled \$341.66, but normally averages \$87.41. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjust the bill down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Judith Garcia, Austin Stratton, and Oliver Thompson- Water Adjustments. Ms. Reed stated she was asked to present the following bills for adjustment. Judith Garcia who had an underground pipe leak with a bill of \$892.11, but normally averages \$104.49. Austin Stratton who had a leak in the toilet and shower at his business, but had received an adjustment last month and it was adjusted too soon. His bill totaled \$329.64, but normally averages \$93.42. Oliver Thompson had an underground pipe leak which caused a bill of \$100.08, but normally averages \$40.21. After some discussion regarding council decided to take no action on Austin Stratton's water bill. A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson, to adjust the bills for Ms. Garcia and Mr. Thompson. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Vantage Pointe- Water Adjustment. Ms. Reed presented Vantage Pointe's water bills in the amount of \$3,123.39, \$1,627.47, and \$864.96. She further stated they normally average \$188.11. Councilwoman Binkley stated if people have leaks they need to get them repaired. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer this to another date and ask the manager to appear before council in order to answer some questions. All approved by voice vote.

Kelly Tanger- Water Adjustment. Ms. Tanger stated her landlord has not been helping to get the leak fixed and she has had a leak in the toilet and the shower. Mayor stated her bills were in the amount of \$200.31 and \$243.92, but normally average \$142.73. A motion was made by Councilwoman Binkley, seconded by Vice Mayor Anderson, to adjust the bills down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Adjustments. Mayor questioned how council would like to handle adjustments moving forward. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to require the customers to come before council if they are requesting leak adjustments.

REPORTS

None.

OLD BUSINESS:

6. Resolution: Adopt Community Mobility Plan
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO ADOPT THE COMMUNITY MOBILITY PLAN. Mr. Terrance Hill with Kimley Horn stepped forward and stated this was a grant funded by TDOT which the town received to devise a plan for community transportation. Further, this grant covered devising a plan for all modes of transportation and they utilized crash data, volume data, and worked on expansion of the trail through the downtown corridor. Vice Mayor Anderson questioned if this will include a plan for sidewalks. Mr. Hill confirmed yes, along with bike lanes and shared use. Mr. Brian Stinson

stated this will be in phases and we can apply for grants for the phases with this plan. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the Resolution to adopt the Community Mobility Plan. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker

7. Resolution: Updating Personnel Manual

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING A PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Kerrigan, Councilwoman Walker. Voting Nay: Councilman Jackson.

8. Electrical Permit Discussion

Mayor Allen stated Mr. Dwyot Thornton requested the city continue to sell permits. Ms. Gayle Bowman informed the council the contract requires a four year commitment and the state will collect the five dollar fee and reimburse us. Mr. Thornton stated he has pursued other avenues and has talked to the county, but if the council agrees to continue selling they can terminate the contract with a thirty day written notice. City Attorney Ms. Jennifer Noe stated there is a four year limitation and the contract cannot be terminated with a thirty day notice. Councilman Jackson questioned deferring this matter for a month. Ms. Bowman stated if there is no vote tonight the front office will not issue permits beginning January 1, 2020. Ms. Noe confirmed this will be considered taking no action. Vice Mayor Anderson stated he would be more apt to do it if it did not require the four year contract. Mr. Thornton stated he would check on this further.

9. Ordinance: Amend Ordinance 359: Event Permits

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO AMEND TITLE 9 CHAPTER 7 OF THE MUNICIPAL CODE. A motion was made by Councilman Adkins, seconded by Councilwoman Binkley, to approve the amendment to Title 9, Chapter 7 of the Municipal Code. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker. **2nd Reading.**

NEW BUSINESS:

10. U.S. Marine Corps Memorandum of Understanding

Ms. Reed stated this is a renewal on an agreement for the Marine Corp to have access to train within the city limits. A motion was made by Councilman Adkins, seconded by Councilwoman Binkley, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

11. Part-time Firefighter Funding Agreement

Chief Walker requested this be deferred until next month's meeting. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer. All approved by voice vote.

12. ServLine Insurance Policy

Mayor requested this be deferred until next month's meeting as well. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to defer. All approved by voice vote.

13. Bicentennial Trail Extension Engineering Agreements

Ms. Reed stated this was discussed at the Budget and Workshop Meetings. Mr. Sampson stated this is to do the engineering to extend the trail behind Borders and the gas company. Ms. Noe stated she would recommend the same changes marked up from the previous contracts with CSR. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the CSR contract with the changes. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

14. Amusement Attractions Contract for Summerfest

Ms. Reed stated she had tried to call Mr. Purdy, but was unable to reach him in regard to the requested changes. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Binkley, to defer this contract until next month. All approved by voice vote.

15. Resolution: Adopting ADA Transition Plan

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO ADOPT THE AMERICAN DISABILITY ACT FACILITIES INVENTORY SELF-EVALUATION AND TRANSITION PLAN. Mr. Stinson stepped forward and stated as previously discussed this is to formally adopt the ADA transition plan which will be done in phases. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the Resolution Adopting the ADA Transition Plan. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

EXPENDITURE REQUESTS:

16. Permission to Bid replacing Fire Station II. roof

Chief Walker stated this is a budgeted item and they will be working with Josh Wright on the specs for the project. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve permission to bid the roof at Fire Station II. All approved by voice vote. **Emergency Expenditure.** Mr. Biggers reported a filter being out at the Water Treatment Plant which will cost \$122,000 to replace and will take approximately ten to twelve weeks to get back up and running. Further, the plant will be working longer hours to make up for the unusable filter during this time. Vice Mayor Anderson questioned if those filters were last replaced around 2007. Mr. Stinson stated it was before Clint's time, but yes they worked on them, but they only put a band aid on it. Councilman Jackson stated they should last longer than that and we need to get a written warranty on them. A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to recognize this as an emergency expenditure for the purpose of a budget amendment later on. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

OTHER

Christmas Events. Mayor reminded everyone of the employee dinner/meeting at 6:00 at Fire Station II. on December 16th. He further stated city offices will be closed for regular business on the 23rd, 24th, and 25th.

Farmer's Market. Mayor stated he wants to look at changing the way the Farmer's Market is being managed later on and the fees associated with the market, but he wants everyone to start thinking about it. Further, some of the farmers like the idea of being able to go down to the market whenever their vegetables come in instead of waiting. Mr. Sampson suggested setting hours for the general public to be aware of the times they can visit the market.

Dog Park. Councilwoman Binkley questioned how the dog park is coming along. Mayor Allen stated it has slowed down, but that he anticipates it will pick back up in the spring.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to adjourn. All approved and the meeting adjourned at 7:04 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



**Town of Ashland City
Oath of Office**

"I solemly swear or affirm that I will support the consitution and will obey the laws of the United States and of the State of Tennessee, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Ashland City, Tennessee, and that I will faithfully discharge the duties of the Office of Mayor."

Signed:

Attest:

Mayor Steve Allen

City Recorder Kellie Reed

Date:

Date:



**Town of Ashland City
Oath of Office**

"I solemy swear or affirm that I will support the consitution and will obey the laws of the United States and of the State of Tennessee, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Ashland City, Tennessee, and that I will faithfully discharge the duties of the Office of Councilman."

Signed:

Attest:

Councilman Chris Kerrigan

Mayor Steve Allen

Date:

Date:



**Town of Ashland City
Oath of Office**

"I solemnly swear or affirm that I will support the constitution and will obey the laws of the United States and of the State of Tennessee, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Ashland City, Tennessee, and that I will faithfully discharge the duties of the Office of Councilwoman."

Signed:

Attest:

Councilwoman Lisa Walker

Mayor Steve Allen

Date:

Date:



**Town of Ashland City
Oath of Office**

"I solemy swear or affirm that I will support the consitution and will obey the laws of the United States and of the State of Tennessee, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Ashland City, Tennessee, and that I will faithfully discharge the duties of the Office of Councilman."

Signed:

Attest:

Councilman Gerald Greer

Mayor Steve Allen

Date:

Date:



A PROCLAMATION

WHEREAS, the Ashland City 14U Softball Team led by Coaches Jeffery Cannon and Rebecca Davis are being recognized as state and district champions; and

WHEREAS, team members, Kaylie, Proctor, Mary Davis, Mallory Dyrbala, Katlyn Sisco, Abbigail Cannon, Autumn Glover, Alayah Sheppard, Emily Cannon, Skyler Stocker, and Bailey Cohen brought back 1st place in the 2019 District 4 Championship and 1st place in the 2019 Fastpitch of America Softball Association REC State Championship.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Ashland City that on this the 14th day of January the staff and community do hereby express their congratulations and recognition of Ashland City 14U Team's hard work, tireless effort, and dedication in winning these championships, you all have made your hometown proud.

Steve Allen, Mayor

Daniel Anderson, Vice Mayor

Alwilda Binkley, Council Member

Roger Jackson, Council Member

Lisa Walker, Council Member

Tim Adkins, Council Member

Chris Kerrigan, Council Member

TO: Electrical Issue Agents

FROM: Michael Morelli, Director

DATE: December 17, 2019

SUBJECT: Electrical Permits

We have received several emails and phone calls about whether issue agents should continue to sell electrical permits after December 31, 2019. Additionally, several issue agents have declined to renew the contract after the new online system begins in 2020 though most of the existing contracts are still effective into 2020.

If possible, we would ask that all of the existing issue agents continue selling the permits as you are doing today until the new online system is up and running. This would be very helpful for everyone involved and would ensure the customers across Tennessee are being served.

If you have any questions, please contact our office at 615-741-7170.

Thank you for your help in this matter.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

May 13, 2016

RE: Issue Agent contract for issuance of electrical and/or building permits

Dear Issue Agent:

Enclosed please find the new contract for the issuance of electrical and/or building permits for the State of Tennessee. Please review the attached contract, verify the "Procuring Party" information appears correctly, have the contract signed and dated on the signature page by the appropriate signatory authority.

At your first convenience **please return all pages by email to tammy.emery@tn.gov** or return by mail to the following address:

Tennessee Department of Commerce and Insurance
Attn: Tammy Emery, Paralegal
500 James Robertson Pkwy
Nashville, TN 37243
Fax: (615)741-4000

Please return the signed contract **no later than June 13, 2016**. Should you have questions, please do not hesitate to contact me at tammy.emery@tn.gov or contact Kim Cooper by email kim.cooper@tn.gov or by phone (615) 253-5251.

Thank you,

Tammy Emery
Paralegal

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the 'State' and Town of Ashland City, hereinafter referred to as the "Procuring Party," is for the provision of issuance of state electrical and/or building permit, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Procuring Party Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. Upon receipt of the appropriate fee, the Procuring Party shall issue electrical and/or building permits to qualified individuals as set forth in Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23.
- A.2. The Procuring Party shall receive, make proper disposition, and account for all monies collected for electrical and/or building permits issued as directed by the State.
- A.3. The Procuring Party acknowledges that all fees collected from the sale of the permits, except additional agent fees for electrical permits and building permits, are State funds and, until remittance, shall be held in trust for the State.
- A.4. Upon termination of the Contract, the Procuring Party shall immediately return any and all State materials entrusted to it by the Department of Commerce and Insurance.
- A.5. The Procuring Party agrees to maintain compliance with the following standards:
 - a. The Procuring Party's place of business is located in Tennessee or a state contiguous to Tennessee so that services provided hereunder are made available to citizens of the State of Tennessee;
 - b. The Procuring Party is not a convicted felon;
 - c. The Procuring Party is at least 18 years of age; and,
 - d. In accordance with Tenn. Comp. R. & Regs. 0780-02-01-.18(2) and 0780-02-23-.13(2), the Procuring Party is not related by blood or marriage, or financially associated with, any official of the Department of Commerce and Insurance.
- A.6. For an Electrical Permit Issuing Agent, the Procuring Party agrees by signing the contract that the Procuring Party is not an electrical inspector employed by Federal, State, Local Government or private industry, or an immediate family member of an electrical inspector.
- A.7. For a Building Permit Issuing Agent, the Procuring Party agrees by signing the contract, that the Procuring Party is not a State deputy building inspector or an immediate family member of a State deputy building inspector.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The Procuring Party shall collect a fee per permit issued with the amount set by corresponding Tennessee Code Annotated 68-102-143, 68-120-101(f) and Tennessee Rules and Regulations Chapters 0780-02-01 and 0780-02-23.

- C.2. The Procuring Party may charge an additional agent fee not to exceed five dollars (\$5.00) per electrical permit and not to exceed fifteen dollars (\$15.00) per building permit.
- C.3. The Procuring Party shall submit to the State, on a weekly basis, reports of permits issued. The Procuring Party shall also remit all of the corresponding fees collected for such issued permits to the State on a weekly basis in the form of checks or money orders payable to the Department of Commerce and Insurance of the State of Tennessee. The instruments shall be forwarded to the State with all the supporting documentation as directed by the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D. 18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Farley, Fire Prevention Division – Electrical, Residential, and Marina Section
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 9th Floor
Nashville, Tennessee 37243
Gary.Farley@tn.gov
Telephone # (615) 741-7170
FAX # (615) 253-4895

The Procuring Party:

Town of Ashland City
Phyllis Schaeffer
P.O. Box 36
Ashland City, TN 37015
Telephone # 615-792-4211
FAX #
Email # pschaeffer@ashlandcitytn.gov

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

E.3 Tennessee Department of Revenue Registration. The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.4. Debarment and Suspension. The Procuring Party certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.6. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be

destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Disclosure of Personal Identity Information. The Procuring Party shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Procuring Party. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the instance has come to the attention of the Procuring Party. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Procuring Party shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:



PROCURING PARTY SIGNATURE 4/14/16 DATE

Richard Johnson, Mayor

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:



JULIE MIX MCPEAK, COMMISSIONER 5/11/16 DATE

Leak Adjustments

- Two types of adjustments:
 1. In-office adjustment – Customer will pay ½ of leak plus their average.
 2. Council adjustment – Customer will appear before council to have leak bill reduced to an average.
- Eligible for adjustment if:
 1. In-office - leak is 5 times greater than the average bill and leak has been repaired.
 2. Council - leak is greater than average bill and leak has been repaired.
- One adjustment per calendar year.
- An average bill is calculated by adding the water consumption of 5 regular bills and dividing by 5.
 1. If leak happens before customer has 5 months of regular billing, customer will pay \$75 to \$100 per month until leak bill can be calculated.
- Sewer adjustment is determined by whether leak went into the sewer system.
 1. If leak did not go into the sewer system, an average consumption is used to calculate the sewer portion of the leak bill.
 2. If leak did go into the sewer system, refer to instructions for in-office or council adjustment to calculate sewer portion of adjustment.
- An adjustment can consist of 1 to 3 months of billing depending on date leak was discovered and date leak was repaired. Examples:
 1. Customer discovered leak and repaired leak during the same billing cycle. *1 month adjustment*
 2. Leak was discovered during meter reads, customer notified and leak corrected soon after notified. Active leak during 2 billing cycles. *2 month adjustment*

3. Leak discovered requiring outside assistance and longer time frame to repair. Active leak during 3 or more billing cycles. *3+ month adjustment*
- To better serve the customer and to streamline operations a customer will be asked to pay the average bill amount until adjustment has been approved or denied.
 1. If denied – customer is required to pay leak bill in full or make a payment arrangement to pay in full within a couple of months.
 2. If approved – adjustment will be entered and customer will be notified of amount owed which they pay immediately or of credit balance that will go towards the next bill.



SERVLINE

PROPOSAL

INSURANCE PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

114 Lee Parkway Drive, Chattanooga, TN 37421
423.855.1234, info@servline.com, www.servline.com

Prepared For:

TOWN OF ASHLAND CITY

101 Court St.
Ashland City, TN 37015

Proposal Issued: Monday, January 6, 2020

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

TOWN OF ASHLAND CITY

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE YOUR SIGNIFICANT EFFORT – CUSTOMER LEAKS CAUSE:

- **Financial Strain**
 - Not if but when customer leaks occur, they cost both your Utility and your customers financial stress.
- **Administrative / Customer Burden**
 - Leaks demand everyone to use additional energy, reducing overall efficiency and productivity.
- **Undermines Public Perception**
 - Over and over again we have seen all over the nation that customer leaks can often undermine the hard-earned customer trust in your Utility and how your customers perceive your business practices.

MEET SERVLIN

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- **Financial Assistance**
 - Protect Town of Ashland City’s Bottom Line
 - Reduce Water Cutoff’s Due to Non-Payment
 - Provide Community with Access to Improved Financial Security
- **Administrative Support & Customer Relief**
 - Increase Business Efficiency
 - ServLine Administers Leak Protection Program
 - ServLine Handles Claims, Payment and Customer Service
- **Public Relations Credibility**
 - Increase Overall Customer Satisfaction
 - Enhancement of Utility’s Public Perception
 - Strengthen Conservation Efforts (EPA Preparedness)

C O N F I D E N T I A L



TOWN OF ASHLAND CITY CURRENT (LAP)

The Rates Furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine. (APPLIES ONLY IF DATA IS PROVIDED OTHERWISE IT WILL BE A STANDARD RATE PROPOSAL)

DATA RANGE PROVIDED

Complete Data is 3+ full years Jan – Dec.

Partial data refers to a partial data provided. Ex. Jul 2017 - Dec 2017

YEARS PROVIDED

- | | | | | | | | | | |
|-------------------------------------|----------|-------------------------------------|------|-------------------------------------|------|--------------------------|------|-------------------------------------|---------|
| <input type="checkbox"/> | COMPLETE | <input type="checkbox"/> | 2014 | <input type="checkbox"/> | 2015 | <input type="checkbox"/> | 2016 | <input checked="" type="checkbox"/> | 2017 |
| <input type="checkbox"/> | PARTIAL | | | | | | | | |
| <input checked="" type="checkbox"/> | BOTH | <input checked="" type="checkbox"/> | 2018 | <input checked="" type="checkbox"/> | 2019 | <input type="checkbox"/> | 2020 | <input type="checkbox"/> | NO DATA |

FREQUENCY AND QUALIFICATION RATE FACTORS

Frequency is determined by the number of times an adjustment/ protection claim can be filed in a given time. Qualifications are determined by whether or not there is a limit that must be met prior to allowing for an adjustment/ protection claim can be filed.

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month period
- 1 to 3 Consecutive billing cycles allowed per occurrence
 - o Ex. 1 billing cycle (month bill), 2 billing cycles (months)
- Other

BENEFIT QUALIFICATION/QUALIFIER

- | | | | |
|-------------------------------------|-----------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | 5X Average Bill | <input type="checkbox"/> | \$0.00 Over Average Bill |
| <input type="checkbox"/> | 3X Average Bill | <input type="checkbox"/> | No Qualification Applies |
| <input type="checkbox"/> | Other | | |

LEAK PROTECTION PROGRAM EXCEPTIONS SUMMARY

Exceptions are benefits reflective of your current Leak Adjustment Policy. Exceptions are determined by how customer leaks are being adjusted using your current Leak Adjustment Policy. All exceptions must be reflected as the norm followed and included within your data. As an example; if you currently adjust for leaky faucets, as the norm, then they are considered an exception and will be indicated as a covered benefit below. If selected, then the benefit/exception will be covered. Unselected or unprovided exceptions will not be covered.

BENEFIT COVERAGES

- | | | | |
|--------------------------|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Dripping/Leaking Faucets | <input type="checkbox"/> | Running Toilets & Comodes |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | Other |



SERVLIN LEAK PROTECTION PROGRAM (LPP)

The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying Customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.

FREQUENCY AND QUALIFICATION RATE FACTORS

Frequency is determined by the number of times an adjustment/ protection claim can be filed in a given time. Qualifications are determined by whether or not there is a limit that must be met prior to allowing for an adjustment/ protection claim can be filed.

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month period
- 2 Consecutive billing cycles allowed per occurrence
 - o Ex. 1 billing cycle (month bill), 2 billing cycles (months)
- Other

BENEFIT QUALIFICATION/QUALIFIER

- 2X Average Bill
- 3X Average Bill
- Other
- \$0.00 Over Average Bill
- No Qualification Applies

LEAK PROTECTION PROGRAM EXCEPTIONS SUMMARY

Exceptions are benefits reflective of your current Leak Adjustment Policy. Exceptions are determined by how customer leaks are being adjusted using your current Leak Adjustment Policy. All exceptions must be reflected as the norm followed and included within your data. As an example; if you currently adjust for leaky faucets, as the norm, then they are considered an exception and will be indicated as a covered benefit below. If selected, then the benefit/exception will be covered. Unselected or unprovided exceptions will not be covered.

BENEFIT COVERAGES

- Dripping/Leaking Faucets
- Other
- Other
- Other
- Other
- Other
- Other
- Other
- Running Toilets & Comodes
- Other
- Other
- Other
- Other
- Other
- Other



SAMPLE LEAK PROTECTION POLICY (LPP)

TOWN OF ASHLAND CITY SAMPLE LEAK PROTECTION PROGRAM

Town of Ashland City is Changing our Leak Adjustment Policy effective DATE 1, 2019.

The following are qualifications for leak adjustments for the Town of Ashland City:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one leak adjustment that could incorporate a maximum of two billing cycles during any **twelve (12)** month period.
3. In order to qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of **2 (x)** times the average of the Twelve (12) month bill.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential customers who do not have their own water meter.
 - b. Commercial or Industrial Customers. (OPTIONAL)**
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - e. Dripping faucets, or leaky commodes (OPTIONAL)**
 - f. Negligent acts such as leaving water running.
 - g. Excess water charges not directly resulting from a qualifying plumbing leak.
 - h. Filling of swimming pools or leaks in swimming pools.
 - i. Watering of lawns or gardens.
5. The **Town of Ashland City** shall not be obligated to make adjustments of any bills not submitted for adjustment within Ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (ie, copy of invoice for materials or bill from plumber)
7. In any case where a customer might incur a leak before there is three months of average usage, an adjustment will not be made until they have established three months of average usage.

Any residential customer may decline to participate in our ServLine Leak Protection Program by calling **Phone Number**. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new **Town of Ashland City** ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after **DATE 1, 2019**.

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SAMPLE LEAK POLICY





SERVLINE

Leak Protection

PRIMARY PROTECTION

Imagine what you could do if you were paid for every customer's high-water bill – and no longer had to manage their frustration over having to pay for it.



WATER & SEWER LEAK PROTECTION COMBINED

Limit of Protection	Option 1: \$500	(Per Occurrence)
	Option 2: \$1,000	(Per Occurrence)
	Option 3: \$2,500	(Per Occurrence)

Rate	Residential	Commercial Single Occupancy	Commercial Multiple-Occupancy
Option 1:	\$2.25	\$3.00	\$6.00
Option 2:	\$2.75	\$4.45	\$8.90
Option 3:	\$3.05	\$5.95	\$11.90

Deductible
Reporting Conditions
Reporting & Adjustment Period

Waived
Customer Schedule
Monthly

Special Terms and Conditions

- Coverage will be designed to reflect Town of Ashland City’s Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$4.20 per unit
 - Limit Applies to Property Only and does not apply to units directly.

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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SERVLINE

Line & Lateral Protection

ENHANCED CUSTOMER PROTECTION

Consider how a customer will feel about you when they realize that you had the foresight to provide a customer service that helps them with their responsibly.



SERVLINE



WATER LINE PROTECTION

Limit of Protection \$10,000 (Per Occurrence)

Rate:	Residential	Commercial Single Occupancy	Commercial Multi-Occupancy
	\$4.95	\$13.50	\$27.00

Coverage Extensions

Re-seeding and Landscaping Expense	\$500 (Included within Limit of Insurance)
Restoration of Private Paved Surfaces	\$500 (Included within Limit of Insurance)
Deductible	Waived
Valuation	Replacement Cost
Reporting Conditions	Customer Schedule
Reporting Period	Monthly

Additional Terms and Options (Residential Only)

Option 1:

Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	One Occurrence per Year
Rate (In Addition to Water Line Coverage)	\$0.25 (Monthly)

Option 2:

Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	No Limit on Occurrences per Year
Rate (In Addition to Water Line Coverage)	\$0.50 (Monthly)

Thawing of Service Line Terms

- Option, if selected, will be added to the water line rate for all residential customers. Only one of the options can be selected.

Note: Not Available to Master Metered Habitational

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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SEWER LATERAL PROTECTION

Limit of Protection \$10,000 (Per Occurrence)

Rate:	Residential	Commercial Single Occupancy	Commercial Multi-Occupancy
	\$6.50	\$13.50	\$27.00

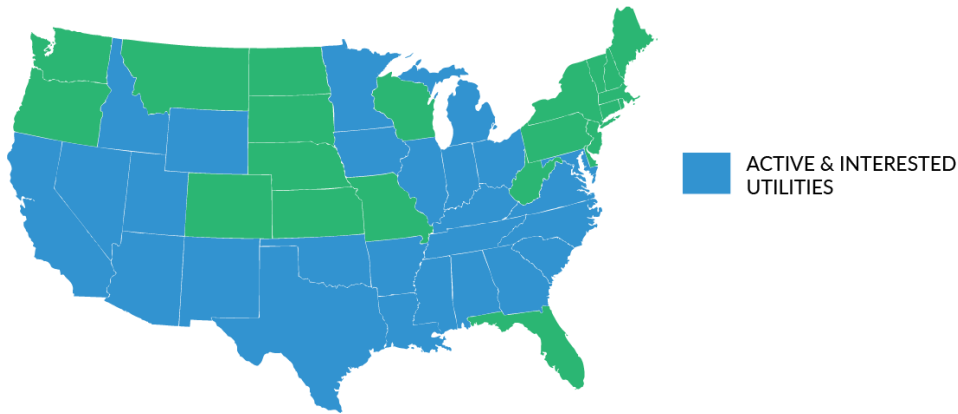
Coverage Extensions	
Re-seeding and Landscaping Expense	\$500 (Included within Limit of Insurance)
Restoration of Private Paved Surfaces	\$500 (Included within Limit of Insurance)
Deductible	Waived
Valuation	Replacement Cost
Reporting Conditions	Customer Schedule
Reporting Period	Monthly

Note: Not Available to Master Metered Habitational
Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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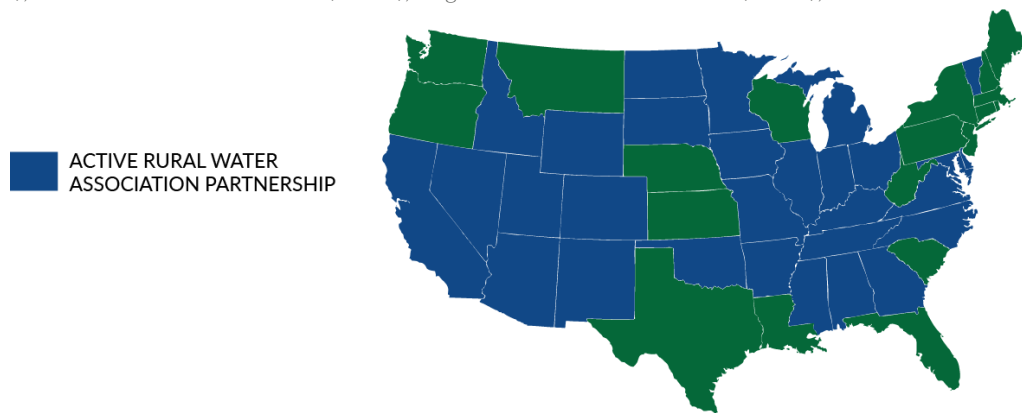


CLIENTS & PARTNERS



UTILITY ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association



INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Sampo Insurance Company



DEFINITIONS

- **Water Leak Protection**
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Sewer Leak Protection**
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Water Line Protection**
Water Line Protection is a service offered by the Utility as a customer service. This program protects a customer by providing repair or necessary replacement coverage in the event of a qualifying water line crack or break. Protection from the meter/ customer's point of responsibility to the foundation.
- **Sewer Lateral Protection**
Sewer Lateral Protection is a service offered by the Utility as a customer service. This program protects a customer by providing repair or necessary replacement coverage in the event of a qualifying sewer lateral crack or break. Protection from the meter/ customer's point of responsibility to the foundation.
- **Residential**
Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**
Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently
Single Occupancy – Building has one business occupying space.
Multiple Occupancy – Building has more than one business occupying space.
- **Master-Metered Habitational**
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**
Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.
Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.

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SUMMARY CONCLUSION

BILLING

Agency: Monthly Reporting

PROJECT SCOPE / OUR PROCESS & OFFERINGS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payment and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 – 20 Days.

Claims volume is due to change with seasons or other unforeseen events.

Reports & Premium due by the 15th of the month following a reporting period.

Example: Participating Customers for Month of January would be due no later than February 15th.

Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

[This quote is valid for thirty \(30\) days from the date of this letter.](#)

[All rates are per participating customer per month.](#)

THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

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Final Utilities Protection

TERROISM RISK INSURANCE ACT

We are under mandate to present and offer the final two pages of this proposal. The following is terrorism insurance coverage. Please either accept or decline if you proceed with ServLine.

Note: This is a separate coverage that insures payment for loses that occur as the result of a certified act of terrorism. Please inquire for additional information.



TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE

The “Terrorism Risk Insurance Act of 2002” establishes a program within the Department of Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism committed by an individual(s) acting on behalf of any foreign interest, provided the terrorist act results in aggregate losses in excess of \$5 million. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insureds for 90% of the losses in excess of the insurer’s retention, which is based on a specified percentage of the insurer’s earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year unless subsequent action of Congress changes that amount; this provision serves to limit insurers’ liability for losses. All insurers providing commercial property insurance are required to participate in the program to the extent of offering and making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to other perils.

Terrorism Premium: \$ 1% of premium

This quote outline coverages and does not necessarily include all coverages requested on the application



NAME OF APPLICANT: TOWN OF ASHLAND CITY
DATE OF NOTICE: Monday, January 6, 2020

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage *(Please Initial and Sign):*

- I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 1% of premium
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policy Holder Signature

Date



THANK YOU







Ashland City Fire Department



Fire Department Headquarters Station Design Review

January 9, 2020

Steven E. Cross, BS, CFO
Fire Management Consultant
The University of Tennessee
Municipal Technical Advisory Service



January 9, 2020

Chuck Walker, Fire Chief
Ashland City Fire Department
101 Court Street
Ashland City, Tennessee

Dear Chief Walker,

The staff of the University of Tennessee Municipal Technical Advisory Service (UT-MTAS) strives daily to meet its consensus mission. As an agency of the University of Tennessee and in collaboration with the Tennessee Municipal League, MTAS leverages the resource of the university to improve the lives of the people of Tennessee with technical consulting, research, and training for municipal governments. This fire headquarters station design review works toward meeting this mission.

Using the plans provided by the fire department, there was not enough detail to analyze all features of the proposed facility. This report will serve to review in as much detail as possible for design features to ensure smooth, efficient, and safe operation of the fire department.

The facility appears to be designed taking into consideration the current needs of the department as well as planning for projected needs into the future. Some components noted below:

- Facility is equipped with an automatic fire sprinkler system.
- Facility is equipped with specially designed apparatus bay doors for quick and safe operation.
- Turnout gear washer and drier.
- Adequately sized training room.
- A slide for firefighter egress from upper floor.

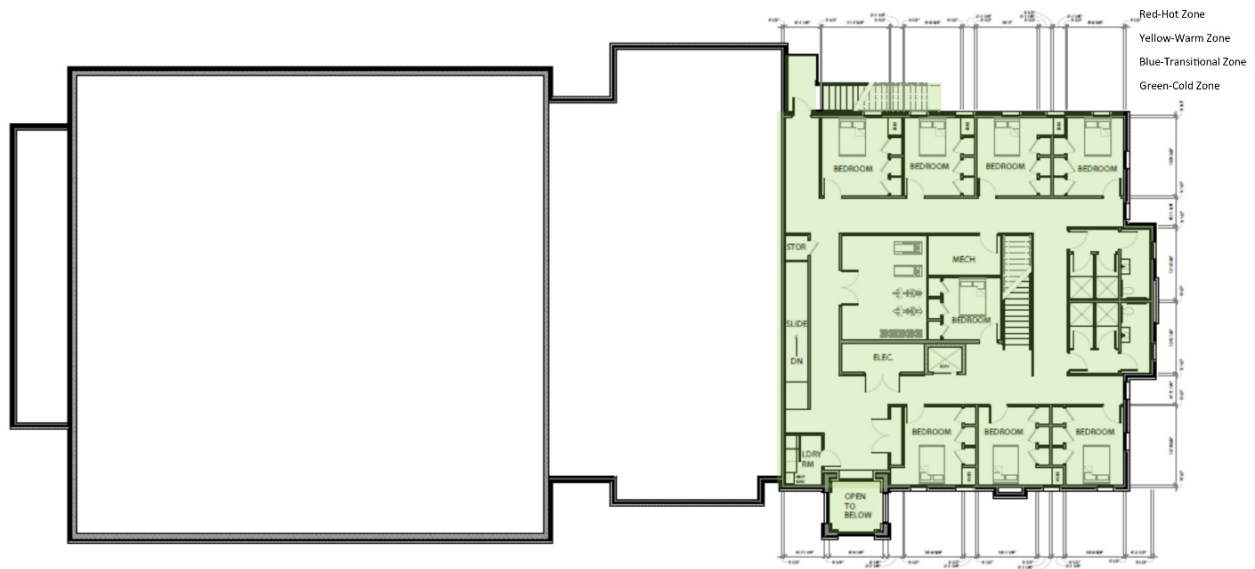
The design of the facility must take into consideration additional firefighter safety and cancer risk reduction measures. Some of these design components may have already been included in the project but not detailed on the drawings.

- Storage room/air compressor room-consider adding a door between the compressor and the storage room to isolate the compressor/cascade system from the other storage area that is accessible from outside.
- Water/Air Access- Each truck bay should have compressed air and hot/cold water facet connections. The addition of hot water helps ensure complete decontamination of firefighting equipment and apparatus.

- 110 Volt Shorelines- Each apparatus bay should be equipped with a minimum of two 110 volt shorelines capable of operation of apparatus battery maintainer as well as operate apparatus 110 volt air conditioner should apparatus be equipped.
- Establish and identify Hot, Warm, Transitional, and Cold Contamination Zones within the fire station. Hot Zone (Red) areas of fire station that exposed to dirty equipment and gear. Warm Zone (Yellow) areas of the fire station are support areas/cleaning areas. Transitional Zone (Blue) areas of the fire station equipped with hand cleaner/sanitizer and etc. to decontaminate occupants moving to a cleaner zone, and Cold Zone (Green) areas of the fire station where employees live, eat, sleep, train, and etc. Restricted area where no firefighting gear or equipment is to ever be.



Main Floor



Upper Floor



- Ice Machine-consider moving the ice machine to a cold zone area such as in the main hallway. Notch out area of the storage area room for the ice machine.
- Decontamination room equipped with stainless steel sinks to clean fire and medical gear.
- Heating, Ventilation, and Air Conditioning (HVAC)-Provide for positive pressure HVAC in Cold Zones. This will help ensure hot and warm zone contaminants do not migrate to cold zone.
- Heating, Ventilation, and Air Conditioning (HVAC)-Provide for a separate HVAC system for cold zone and warm/hot zone areas. HVAC for cold zone areas of facility should be completely separate from other systems.
- Floor Surfaces-Floor surfaces should be non-porous materials such as sealed concrete, vinyl tile, or other material that resists absorption of contaminants. There should be no or very minimal carpet or carpet type floor coverings in cold zone and none in warm, transitional, or hot zones.

In conclusion, it appears that the Ashland City Fire Department is making good decisions on replacing their existing fire department headquarters and in the design of their new facility. Most of the recommendations made to modify current components or design of the new fire station are in direct correlation to cancer risk reduction measures that fire departments must consider and address when building or modifying fire facilities. Please do not hesitate to contact me to clarify any part of this report.

Best Regards,

Steven E. Cross BS, CFO
University of Tennessee
Fire Management Consultant

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____ 2020, by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as “County”) and the Town of Ashland City, a Tennessee municipal corporation (hereinafter referred to as “Town”).

WHEREAS, County and Town have entered into a Contract for Emergency Services, wherein Town agreed to provide fire protection services and special service functions through the Ashland City Fire Department in the Ashland City Rural Fire District pursuant to the terms and conditions contained in said Contract; and

WHEREAS, the County desires to provide adequate fire protection and emergency medical services to its residents and to reduce or maintain the ISO rating for its residents. As such, the County desires to provide additional funding for staffing of Town’s personnel to be stationed at the County’s fire station located at 2857 Petway Road, Ashland City, Tennessee (“Petway Station”) as set forth herein.

NOW, THEREFORE, in consideration of premises, Town will hire employees and the County will reimburse the costs associated with such employees upon the following terms and conditions:

1. Town will hire such employees as necessary to provide the equivalent of two (2) firefighters positions to reduce response times in the Ashland City Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at either the Petway Station, the Town’s fire

station located at 200 Marrowbone Lane which is known as Fire Station 2, Ashland City, Tennessee, or Fire Station 1 which is currently located at 101 Court Street, Ashland City, Tennessee as determined by Town to best reduce response times in the Ashland City Rural Fire District. However, an employee will be stationed at Petway Station on an average of three days a week with the understanding that the employee will be utilized at the best location dependent on calls, training and emergency situations that may arise. The town may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.

2. The staffing will be scheduled to provide coverage in twelve hour shifts Monday through Sunday and the Town will have the discretion to shift the beginning and end of the coverage period to provide the most effective coverage.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include

medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this agreement will be subject to appropriation by the Cheatham County Legislative Body. The current maximum annual appropriation for the reimbursements under this agreement for the budget year ending June 30, 2020 budget year is \$60,000. The County acknowledges that by entering into this Agreement the funding has been appropriated.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The initial term of this Agreement will be January 1, 2020 to June 30, 2020 and thereafter will automatically renew for one (1) year periods corresponding to the

County's annual budget year and accordingly will renew on July 1, 2020. The Agreement will automatically renew for subsequent one (1) year periods corresponding to the County's annual budget year for so long as funds are appropriated by County for the reimbursements contemplated by this Agreement. This Agreement will terminate if the County does not appropriate funds for this Agreement in its annual budget. The reimbursement on a yearly basis beginning July 1, 2020 is \$120,000.00.

10. This Agreement may be terminated by either party by giving not less than sixty (60) days advance notice.
11. This agreement is subject to and will become effective upon approval by the County Legislative Body and upon approval of the Town Council. By signing below, the parties represent that such approval has been obtained.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF ASHLAND CITY

CHEATHAM COUNTY

BY: _____
Steve Allen, Mayor

BY: _____
Kerry McCarver, County Mayor

James Walker, Chief
Ashland City Fire Department

Edwin Hogan, Director
Cheatham County
Emergency Services

RIDES AND
CONCESSIONS

AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY
RIVERVIEW, FL 33579

William Purdy, Agreement

612-801-2712

Memorandum of Agreement

- 1 This contract made and entered into this, the 7th day of November A.D., 2019 by and between Amusement Attractions, Party of the first part and Ashland City Summerfest of the Town of Ashland City State of Tennessee party of the second part.
- 2 Witnesseth: That for and in consideration of the sum of one dollar in hand paid to each to the other, the receipt of which in herein acknowledged, and other good valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows:- TO-WIT:
- 3 That party of the first part agrees to present their entire company, consisting of high-class pay shows, riding devices, music, concessions, etc., to the town of Ashland City State of TN for a period of 5 days and nights, commencing June 2nd, 2020 to June 6th, 2020 both dates inclusive. The party of the first part is also to furnish all tickets.
- 4 The party of the second part agrees to furnish all licenses and permits that may be required by law and also a suitable location of grounds known as Soccer Field at River Bluff Park and located at Ashland City, TN and free gate admission tickets for all actual attaches of the party of the first part, if exhibiting where gate admission is charged.
- 5 That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
- 6 That: Party of the first part shall have the exclusive on all rides and games, unless other-wise stated herein, during the life of this contract.
 - a. *That Amusement Attractions to pay 20% of ticket box revenue and will provide accounting record of said fees to the records office.
 - b. Parks and Recreation will provide restroom facilities , trash dumpster, and water connection
 - c. Amusement Attractions will provide insurance certificate to the town of Ashland City, TN P.O. Box 36 Ashland City, TN 37015. (Insurance coverage will be a minimum of \$1,000,000.)
 - d. Amusement Attractions will provide 15-21 rides and 15-21 concessions
 - e. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - f. Amusement Attractions will provide 150 wristbands to the Town of Ashland City for use by employees at no cost.
- 7 That it is mutually agreed by both parties hereto that there is no other contract or promise, either written verbal existing between them, and that this contract is subject to the approval of the above named shows, either by wire or letter.
- 8 In case of sickness or death or the performer, then party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, or the party of the epidemic or any unforeseen occurrence over which the party of the first can not control, then they are not to be held for damages by party of the second part.
- 9 This contract entered into and signed in duplicate in the town of Ashland City State of Tennessee, this the 7th day of November A.D., 2019 by the duly authorized representatives of the parties here to.

AMUSEMENT ATTRACTIONS INC.

By 
Party of the First Part

Organization

By _____
Party of the Second Part

By _____
Title _____

12/30/2019 8:22:59 AM X:\ECP-SIA Projects\Region 3\Cheatham\Project Blue Boyou\SIA - Nashville Fabricators and Engineers\Microstation\Nashville F&E Half J-Turn Alternative Combined Driveways.dgn



CAUTION!
CONCEPTUAL
LAYOUT
SUBJECT TO
CHANGE

STATE INDUSTRIAL ACCESS

STATE ROUTE 12
L.M. 1.74 TO L.M. 2.37
CHEATHAM COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

FIGURE 1
S.R. 12
L.M. 1.79 to
L.M. 1.97



davenportgroup

Town of Ashland City, TN

Statement of Work

Windows Server Migration and Upgrade

January 06, 2020

Presented by:
Rob Wilson

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Davenport Group Statement of Work

1 Client Information

Client Name	Town of Ashland City, TN
Client Contact	Jake Greer jgreer@ashlandcitytn.gov (615) 792-4211; 5733
Client Address	101 Court St Ashland City, TN 37015
Additional Sites (if applicable)	

Davenport Group Statement of Work

2 Statement of Work

This Statement of Work defines the tasks to be performed for Town of Ashland City, TN, herein after referred to as (“Client”). Tasks to be performed, as well as the responsibilities of Client, are included in the Statement of Work.

2.1 Scope

- In place upgrade of current ‘non-working production’ Tyler system
- Installation of new Operating Systems and Domain Controller Migration / Upgrade

2.2 Assumptions

Davenport Group has made the following assumptions while specifying the Services detailed in this Statement of Work:

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time. Services will be performed during normal business hours, unless mutually agreed upon.
- Service engagements will utilize full contiguous business days, unless mutually planned and agreed upon.
- Client’s network infrastructure is stable and is the same across all its sites.
- This Statement of Work is for remote services. No travel to customer site is required.
- Davenport Group is not responsible for resolving compatibility or other types of issues that cannot be resolved by the manufacturer, or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
- For a timely and successful implementation to occur both the Client and Davenport Group must work together and requests for assistance by Davenport Group need to be responded to in a timely manner. Client will work with Davenport Group to ensure that the necessary Client information, appropriate documentation, and the ability to gain access to the necessary Client resources, personnel, and facilities happen as promptly as possible.
- If issues present themselves that prevent the Client from meeting its obligations as set forth in this Statement of Work, Davenport Group may adjust the timeline or costs as necessary and will provide the Client notice of any changes.
- Davenport Group is not responsible for application malfunctions or conflicts between Client applications.

Davenport Group Statement of Work

- Davenport Group engineers shall not perform engineering and/or consulting tasks that are outside their skill sets and experience. Davenport Group engineers may decline a service request if the request falls outside the scope of their experience and expertise.

Davenport Group Statement of Work

3 Services

3.1 Planning

- Dialog with Client's IT staff to determine design goals and project requirements that are agreed to by Davenport Group and the Client.
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.
- Create a timeline and task list.
- Ensure Client reviews, accepts and abides by the terms and conditions.

3.2 Installation and Migration Services

- Validate system backup of current 'non-functioning' Tyler system, and perform in-place upgrade to Windows Server 2012 then a follow up hop to Windows Server 2012r2.
 - Test functionality and perform OS rollback from Backup if necessary.
- Install 10 new Windows Server 2019 instances.
 - Upgrade domain replication method from frs to dfs-r.
 - Build remaining Operating Systems to Tyler application server and body camera storage specifications.
- Promote and migrate domain controllers.
- Demote and uninstall legacy DCs post migration.

Davenport Group Statement of Work

4 Out of Scope

4.1 *Excluded Services*

Both Davenport Group and the Client acknowledge that only the services outlined in this Statement of Work will be performed by Davenport Group.

Out of scope:

- Any items not specified in sections 3.1 or 3.2 of this agreement.

4.2 *Change Management*

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Scope, Assumptions, and Services described in this SOW.

Changes to scope beyond what is listed within this Statement of Work, must be documented in writing with a Request for Change Form (see Attachment B), and signed and approved by both parties as an amendment to this Statement of Work. If additional costs are applicable, they will be noted in the amendment.

Davenport Group Statement of Work

5 Client Responsibilities

- Client will promptly notify Davenport Group in writing of a) any changes Client makes to its information technology environment (“Environment”) that may impact Davenport Group’s performance of the Services; and b) if Client becomes aware that any of the Assumptions set forth herein are incorrect.
- Client will maintain a backup of all data and programs on affected systems prior to Reseller performing the Services and during the term of the SOW. Davenport Group will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Prior to the start of this SOW, Client will provide to Reseller in writing contact information for a single point of contact (the “Client Contact”) who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact. Failure to do so might result in an increase in project hours and/or length in schedule.
- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”). Davenport Group may request that meetings be scheduled with Technical Contacts.
- The Client Contact will have the authority to act for Client in all aspects of the Service including bringing issues to the attention of the appropriate persons within Client’s organization and resolving conflicting requirements.
- The Client Contact will ensure that any communication between Client and Davenport Group, including any scope-related questions or requests, are made through the appropriate Davenport Group project management personnel.
- The Client Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations.
- The Client Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- Client may be responsible for developing or providing documentation, materials and assistance to Davenport Group and agrees to do so in a timely manner. Davenport Group shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Client’s failure to provide such timely documentation, materials and assistance.
- Client will inform Davenport Group of all access issues and security measures, and provide access to all necessary hardware and facilities.
- Client is responsible for providing access to all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell’s requirements for the products and Services purchased.

Davenport Group Statement of Work

- Client will secure applicable and appropriate data center rack space, electrical capacity, network capacity and required third-party hardware, software or documentation **in advance** of the installation date.
- It is the Client's responsibility to obtain any and all prerequisite software licenses, certificates, codes, etc.
- If applicable, Client will have procured any required OS media, certificates, and product keys.
- If applicable, Client will locate OS certificates and register them online in order to generate appropriate license keys.
- If applicable, Client will ensure all required and/or appropriate Windows' licenses have been purchased prior to doing any P2V conversion. Windows' licenses purchased OEM with a physical server **cannot** be transferred to another server, physical or virtual.
- Client is responsible for all elements of system security. Industry best practices should be used for creating, issuing, managing, disabling, and revoking user IDs and passwords for Davenport Group personnel.
- Client will ensure the Services personnel have secure remote access to all necessary systems at the Project site, sufficient for remote completion of all services work.
- Client will load any patches or updates that may have been released subsequently after this Service is complete.

Davenport Group Statement of Work

6 Acceptance and Authorization

This Statement of Work is approved by:

Town of Ashland City, TN

Davenport Group

Approver signature

Signature

Approver name (printed)

Name (printed)

Approver title

Title

Date

Date

Davenport Group Statement of Work

7 Attachment A: General Terms and Conditions

1. SERVICE

The following states the general terms and conditions under which we agree to perform certain services as described in the Statement of Work attached hereto. Signature of the Statement of Work by the parties, incorporate by reference these general terms and conditions and form the entire Agreement between the parties.

2. TAXES

Client agrees to pay all applicable taxes, which result from any transaction under this Agreement, excluding taxes based on net income of Davenport Group. If Client claims exemption from any such taxes, Client will provide Davenport Group with the documentation required, by the taxing authority, at point of purchase to support the exemption.

3. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

DAVENPORT GROUP WARRANTS THAT SERVICE WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS WITHIN THIRTY (30) DAYS FROM THE DATE SUCH SERVICE IS FURNISHED, DAVENPORT GROUP SHALL RE-PERFORM THE SERVICE, INCLUDING REPLACEMENT OF FAILED PARTS PROVIDED AND INSTALLED BY DAVENPORT GROUP, OR REFUND THE AMOUNT PAID FOR SUCH SERVICE. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST DAVENPORT GROUP FOR CLAIMS BASED ON A DEFECT IN SERVICES. DAVENPORT GROUP MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, INFRINGEMENT OR THE LIKE. DAVENPORT GROUP'S ENTIRE LIABILITY FOR ANY CLAIM, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED \$10,000.00 OR THE AMOUNT PAID FOR THE SERVICE PROVIDED, WHICHEVER IS LESS. IN NO EVENT WILL DAVENPORT GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, THIRD PARTY CLAIMS, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF VALUE TO EQUIPMENT OR AFFILIATED COMPONENTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT.

4. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses liability, costs, or expenses (including reasonable attorney's fees), hereinafter called "Claims", arising out of bodily injury or death of any person or property damage, to the extent that such Claims are caused by the sole negligence, misconduct or other fault of the Indemnitor, its agents, employees or contractors. In no event will such liability of any kind include any special, incidental, or consequential damages.

5. CONFIDENTIALITY

Each party agrees to utilize reasonable efforts in preserving the confidentiality of proprietary data or information that is designated confidential and is submitted pursuant to this Agreement. Each party will be liable to the other party only in the event of a willful and material disclosure of such proprietary data or information.

6. NON-SOLICITATION

Each party agrees not to hire, contract, or take away or cause to be hired, contracted, or taken away, any employee or independent contractor from the other party, for a period of two years following termination of this agreement.

7. TERMINATION

Either party, upon thirty days prior written notice, may terminate this Agreement for failure of the other to comply with its Terms and Conditions.

8. GENERAL PROVISIONS

- a. Client may not assign or otherwise transfer its obligations under this Agreement except with the written consent of Davenport Group, which shall not be unreasonably withheld.
- b. Customer's environment is as represented to Reseller at the time of execution of this SOW.
- c. Davenport Group shall exercise commercially reasonable efforts to perform the services in a timely manner, but shall not be responsible for delays or failures to perform, which are due to causes beyond its reasonable control.
- d. Davenport Group may use affiliates and subcontractors to perform the Services.
- e. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- f. Either party may bring no action under this Agreement more than one year after the cause of action has accrued.
- g. If a court of competent jurisdiction deems any provision of this Agreement, invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement.
- h. Any notice, under this Agreement, shall be in writing and shall be effective upon receipt via certified United States Mail or nationally recognized courier. All changes to this Agreement must be in writing and executed by both parties.

Davenport Group Statement of Work

8 Attachment B: Request for Change Form

GENERAL INFORMATION			
RFC Number:		Revision Number:	
Create Date:		Revision Date:	
RFC Title:			
SOW/Contract Title:			
Customer Name:	Name:	Email:	Phone:
Change Initiator: <i>(prepared by)</i>	Name:	Email:	Phone:
SCOPE OF CHANGE			
Reason for Change:			
Description of Desired Change:			
Effect of Change:			
	<i>In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost ; insert n/a if not applicable</i>		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
		Cost to be paid by:	
TERMS & CONDITIONS AND SIGNATURE			
<p>This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in the associated SOW. If applicable, the Agreement is incorporated by reference in its entirety into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW or the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date. Signatures below evidence acceptance of the change detailed above.</p>			
Davenport Group		Client	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Please fax/email signed copy to your Davenport Group Account Executive



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000052567039.1	Sales Rep	Cody Mccourt
Total	\$32,585.00	Phone	(800) 456-3355, 7282361
Customer #	39714910	Email	Cody_Mccourt@Dell.com
Quoted On	Dec. 18, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 17, 2020		TOWN OF ASHLAND CITY
Deal ID	19248482		PO BOX 36
			ASHLAND CITY, TN 37015-0036

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Cody Mccourt

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE TOWN OF ASHLAND CITY 101 COURT ST ASHLAND CITY, TN 37015-1700 (615) 792-5618	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 3400	\$845.00	13	\$10,985.00
OptiPlex 3070 SFF MLK	\$675.00	32	\$21,600.00

Subtotal:	\$32,585.00
Shipping:	\$0.00
Non-Taxable Amount:	\$32,585.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$32,585.00

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
TOWN OF ASHLAND CITY
101 COURT ST
ASHLAND CITY, TN 37015-1700
(615) 792-5618

Shipping Method

Standard Delivery

		\$845.00	Qty 13	Subtotal \$10,985.00
Dell Latitude 3400				
Estimated delivery if purchased today: Jan. 22, 2020 Contract # WN31AGW Customer Agreement # #49580/MNWNC-108				
Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 3400 BTX	210-ARQQ	-	13	-
8th Generation Intel Core i5-8265U Processor (4 Core,6MB Cache,1.6GHz up to 3.90 GHz)	379-BDKU	-	13	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	13	-
No AutoPilot	340-CKSZ	-	13	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	13	-
No DDP ESS Software	634-BENZ	-	13	-
Intel UHD 620 Graphics for Intel 8th Gen Core i5-8265U	338-BQSI	-	13	-
8GB, 1x8GB, DDR4 Non-ECC	370-AEEX	-	13	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BBNS	-	13	-
Not selected in this configuration	817-BBBC	-	13	-
Non-Touch WLAN LCD Cover with HD Camera	320-BCUF	-	13	-
14.0" FHD (1920 x 1080) Anti-Glare, Non-Touch, Camera & Mic, WLAN capable	391-BEBI	-	13	-
Single Pointing Non-backlit Keyboard, English	583-BFMT	-	13	-
No Mouse	570-AADK	-	13	-
Wireless Driver for Intel 9560 + Bluetooth 5.0	555-BETS	-	13	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BESB	-	13	-
No Mobile Broadband Card	556-BBCD	-	13	-
4 Cell 56Whr ExpressCharge™ Capable Battery	451-BCHZ	-	13	-
65 Watt AC Adapter	450-ADTR	-	13	-
No Fingerprint and No Smart Card	346-BEWH	-	13	-
Fixed Hardware Configuration	998-DKGD	-	13	-
SupportAssist	525-BBCL	-	13	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	13	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	13	-
Waves Maxx Audio	658-BBRB	-	13	-
Dell Developed Recovery Environment	658-BCUV	-	13	-

Dell Power Manager	658-BDVK	-	13	-
System Shipment, Latitude 3400	658-BECF	-	13	-
Direct Ship Info Mod	340-AASO	-	13	-
Min Model Packaging	340-CLGZ	-	13	-
System Ship Info	640-BBIB	-	13	-
No Anti-Virus Software	650-AAAM	-	13	-
Latitude 3400 Quick Start Guide	340-CLMJ	-	13	-
Regulatory Label, FCC	389-DPGZ	-	13	-
US Power Cord	537-BBBL	-	13	-
No Carrying Case	460-BBEX	-	13	-
Smart Selection Shipment (S)	800-BBQI	-	13	-
No Docking Station	452-BBSE	-	13	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	13	-
No Resource DVD / USB	430-XXYG	-	13	-
No Option Included	340-ACQQ	-	13	-
EAN label	389-BKKL	-	13	-
ENERGY STAR Qualified	387-BBNP	-	13	-
OS-Windows Media Not Included	620-AALW	-	13	-
US Order	332-1286	-	13	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	13	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	13	-
Dell Limited Hardware Warranty	997-6727	-	13	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6746	-	13	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6755	-	13	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	13	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-6764	-	13	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6773	-	13	-
Basic Deployment for Client, Configuration Services	366-0493	-	13	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	13	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	13	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	13	-
Basic Deployment Dell Client PC	810-1356	-	13	-
Client ProSupport Plus Asset Label without Company Name	365-0896	-	13	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	13	-
			Qty	Subtotal
OptiPlex 3070 SFF MLK		\$675.00	32	\$21,600.00

Estimated delivery if purchased today:

Jan. 29, 2020

Contract # WN31AGW

Customer Agreement # #49580/MNWNC-108

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 3070 SFF BTX	210-ASBL	-	32	-

Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux	338-BRSY	-	32	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	32	-
No AutoPilot	340-CKSZ	-	32	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	32	-
8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC	370-AEBK	-	32	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUP	-	32	-
M.2 22x30 Thermal Pad	412-AAQT	-	32	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	32	-
No Out-of-Band Systems Management	631-ACDC	-	32	-
No Additional Hard Drive	401-AANH	-	32	-
No Wireless Driver	340-AFMQ	-	32	-
No PCIe add-in card	492-BBFF	-	32	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	32	-
Black Dell MS116 Wired Mouse	275-BBBW	-	32	-
No Cable Cover	325-BCZQ	-	32	-
No Additional Cable Requested	379-BBCY	-	32	-
Not selected in this configuration	817-BBBC	-	32	-
No Integrated Stand option	575-BBBI	-	32	-
SupportAssist	525-BBCL	-	32	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	32	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	32	-
Waves Maxx Audio	658-BBRB	-	32	-
Dell Developed Recovery Environment	658-BCUV	-	32	-
Software for OptiPlex Systems	658-BEGX	-	32	-
No Media	620-AAOH	-	32	-
ENERGY STAR Qualified	387-BBLW	-	32	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	32	-
ODD Bezel, Small Form Factor	325-BCXP	-	32	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	32	-
No Media Card Reader	379-BBHM	-	32	-
No Wireless LAN Card	555-BBFO	-	32	-
OptiPlex 3070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJV	-	32	-
Fixed Hardware Configuration	998-DOFL	-	32	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	32	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	32	-
Dell Watchdog Timer	379-BDLB	-	32	-
Quick Setup Guide 3070 Small Form Factor	340-CMOE	-	32	-
US Order	332-1286	-	32	-
Chassis Intrusion Switch SFF	461-AAEE	-	32	-

Retail POD	389-BDQH	-	32	-
TPM Enabled	329-BBJL	-	32	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	32	-
Shipping Label for DAO	389-BBUU	-	32	-
Optional VGA Video Port for SFF	382-BBFF	-	32	-
No Additional Add In Cards	382-BBHx	-	32	-
SFF: EPA Regulatory LBL for Mexico	389-DQPX	-	32	-
No CompuTrace	461-AABF	-	32	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	32	-
Intel(R) Core(TM) i5 Processor Label	340-CKVN	-	32	-
McAfee Small Business Security 30 Day Free Trial	650-0028	-	32	-
CMS Essentials DVD no Media	658-BBTV	-	32	-
Desktop BTS/BTP Shipment	800-BBIP	-	32	-
No Optane	400-BFPO	-	32	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	32	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	32	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	32	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	32	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	32	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	32	-
Basic Deployment for Client, Configuration Services	366-0493	-	32	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	32	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	32	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	32	-
Basic Deployment Dell Client PC	810-1356	-	32	-
Client ProSupport Plus Asset Label without Company Name	365-0896	-	32	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	32	-

Subtotal:	\$32,585.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$32,585.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Prepared For:

Town Of Ashland City

January 8, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	Payments

Vendor Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	4 Payments
3000052567039.10	Dell Latitude 3400	\$845.00	13	\$10,985.00	0.27652	\$3,037.57
3000052567039.10	Optiplex 3070 SFF MLK	\$675.00	32	\$21,600.00	0.27652	\$5,972.83
Total				\$32,585.00		\$9,010.40

Proposal Expiration Date:
February 7, 2020

PLEASE NOTE: Payment is "Net" of Sales Tax
Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:
Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Jason Jensen
Financial Services Rep
Dell | Financial Services
512-728-7156
jason.jensen@dell.com



Prepared For:

Town Of Ashland City

January 8, 2020

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.