



# TOWN OF ASHLAND CITY

## Regularly Scheduled City Council Meeting

### June 09, 2020 6:00 PM

### Agenda

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

**Council Members:** Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

---

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PLEDGE AND PRAYER**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

- [1.](#) Special Called Council Meeting Minutes 4-28-2020
- [2.](#) Council Meeting Minutes 5-12-2020

#### **PUBLIC FORUM**

#### **REPORTS**

3. City Attorney

#### **OLD BUSINESS:**

4. Caldwell Park Discussion
- [5.](#) Resolution: Governor's Local Government Support Grant Funding
6. Salary Study
- [7.](#) Fire Contract
- [8.](#) Comcast Franchise Agreement
- [9.](#) Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road
- [10.](#) Ordinance: Amend Title 18; Chapter 1 of the Municipal Code: Water Rates
- [11.](#) Ordinance: Adopt 2020-2021 Fiscal Year Budget

#### **NEW BUSINESS:**

- [12.](#) Stantec Contract Renewal
- [13.](#) Sewer Treatment Plant Property Purchase Agreement
- [14.](#) STBG and TAP Grant Contract
- [15.](#) Blue Cross Blue Shield HRA Agreement
- [16.](#) GNRC Senior Center Contract Renewal
- [17.](#) Pitney Bowes Agreement- Postage Machine
- [18.](#) Resolution: Fire Truck Purchase Grant and Loan Paperwork
- [19.](#) Resolution: Temporary Signs
- [20.](#) Resolution: Water Write-offs
- [21.](#) Amending Title 8: Chapter 2 of the Municipal Code
- [22.](#) Ordinance: Amending Title 3: Electronic Citations

[23.](#) A.O. Smith Agreement Amendment

[24.](#) Memorandum of Understanding: Berm Project: Puzzle Fool Creek

[25.](#) Tyler Text to Pay Agreement

**OTHER**

**ADJOURNMENT**

---

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



**TOWN OF ASHLAND CITY**  
**Special Called City Council Meeting**  
**April 28, 2020 6:00 PM**  
**Minutes**

---

**CALL TO ORDER**

Mayor Allen called the meeting to order at 6:00 p.m. He further stated, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the April 28, 2020 Special Called Meeting of the City Council of Ashland City. Due to the COVID 19 pandemic, and in accordance with Governor Bill Lee's Executive Order 16, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream video on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID 19 pandemic."

**ROLL CALL**

**PRESENT**

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

All members reported via electronic means

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. Council Meeting Minutes 4-14-2020

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the meeting minutes as written. All approved by voice vote.

**NEW BUSINESS**

2. Health Insurance Renewal Review

Ms. Kellie Reed stated Benefits Inc. is present tonight to answer any questions. She presented the cost increase of twenty two percent (22%). She stated these increases were due to the average bill totaling less than the insurance company paid out. Mr. Shan Smith stated when the insurance company looks at renewals they use three main factors: demographic factor (age of group), risk factor (claims for the prior year), and the trend factor (starting point). In addition, the trend factor stated at ten-point five percent (10.5%) this year. Councilman Jackson stated they never show a reduction no matter what the claims were in the year. Mr. Smith stated they deal with several municipalities and counties and the rates here they are seeing is similar to what they are seeing at other places and in most cases are even better. Mayor Allen stated the employees he has spoken with are satisfied with this insurance. Councilman Jackson questioned if we are going to try to cover any of these increases. Mayor stated it will be a council decision, but he thinks we should. Ms. Reed explained in the past the cost of the coverage for the employee has been covered, but the cost of additional coverage for families the city pays ten percent (10%) of this coverage. Further, the city must do this at minimum, but can elect to cover more than this amount. She explained this is a risk plan for the city and typically they budget a set amount per employee. Ms. Reed stated she would like council to let

Benefits Inc. know how to proceed if they want to change the plan or stick with what we have. Councilman Jackson stated he would like to stick with what we have. Vice Mayor Anderson questioned if we have discussed this with the employees and let them know the insurance has went up. Ms. Reed stated no sir, we just received the numbers yesterday. Councilman Jackson stated we are going to pick up the additional cost. Mayor stated if need be, we should be able to come up with the additional budget. Mayor questioned if we have the additional cost. Ms. Reed stated it depends on how much council allocates for the additional cost of the deductions. Further, we are required to cover at least ten percent (10%). Ms. Bowman stated we are increasing the budget thirty-two thousand (\$32,000) in the overall budget from last year to this year. After much discussion a motion was made by Councilman Jackson, seconded by Councilman Adkins to keep Blue Cross Blue Shield insurance and cover the cost of the increase. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

3. IT Department Budget

Ms. Reed went over the IT departmental budget and explained how the line items are utilized. Councilman Jackson questioned the subscriptions and dues. Mr. Derek Noe stated this is for software licensing such Office 365 and Tyler. Further, this has been moved out of the departmental budgets.

4. Revenue Review

Ms. Reed went over the revenue forecasting review and stated they were advised to expect cuts in the revenues due to COVID-19. Further, there are still a lot of unknowns in revenue forecasting. She stated the property tax amount they are forecasting represents the same tax rate of .5037. Regarding sales tax she noted a decrease in the revenues there. Chief Walker stated he felt like the revenues for building permits would be more than reflected here, but they are awaiting to hear if construction is going to go through. Ms. Reed explained the grants they are expecting for the year and showed where they are reflected in the revenues. Ms. Reed further went over the street aid fund, drug fund, A.O. Smith pass through fund, and the flood relief fund projections. She went over the revenues for the water fund and stated the seventeen million dollar (\$17,000,000) other revenue source for the sewer treatment plant project loan. Vice Mayor Anderson asked if Ms. Bowman has any additional information. Ms. Bowman stated there is no increase to property taxes reflected here and the grant monies also have an expense represented in the budget and will be kind of a wash.

5. Overall Budget Review

Ms. Bowman stated we are about one point nine (1.9) million over in expenses versus the revenues. She stated there are several things that contribute to this overage including the increase to health insurance, the cost of the city hall and fire hall project payments, re appropriating a water filter and paving projects that will not be spent in this year's budget, and the cost of the payment for the sewer treatment plant that is not normally in the budget. Further, these projects account for an increase of one million one hundred and eighty-six thousand dollars (\$1,186,000). She stated she spoke to the department heads and they stated they can cut approximately three hundred seventy three thousand five hundred and fifty dollars (\$373,550) out of the general budget and eighty thousand (\$80,000) out of the street aid budget if that would help get things in line. Mayor questioned if the interest is paid up front. Ms. Reed explained they are unsure when construction will end on the projects and they budgeted for both the principal and interest payments. She further stated during the construction period you only pay interest payments based on the amount of money you have drawn out for the project. Ms. Bowman stated some of the figures in the budget are being re appropriated because the departments will unable to spend the money in this year's budget. Ms. Gayle stated she did a spreadsheet to show the cash on hand and stated we currently have ten months of cash on hand if something happened to keep operating. Ms. Gayle stated she calculated a three percent (3%) raise and she further provided figures for a one percent (1%), two percent (2%), and no raise to show the differences in the figures. Ms. Bowman stated she showed these numbers as the true revenues coming in and the true expenses going out so that council will



see the deficit and where we are going over. Further, she did not include the fund balance and the fund balance will increase this year due to departments not being able to spend the monies allocated in this year's budget. Mayor questioned what the figures are if we keep everything as is and how this will impact the general fund. Ms. Bowman stated with the general fund current cash on hand currently at six million six hundred and fifty-seven thousand dollars (\$6,657,000) that would bring it down to five million twenty-one thousand dollars (\$5,021,000). She reminded everyone this is something that could happen or may not happen depending on how everything falls. Councilman Jackson questioned if we have anything that will be coming off the books anytime soon. Ms. Reed stated we only have one debt outstanding in the water fund that is due right now everything else has been paid off. She stated the only thing currently is around one hundred sixty thousand dollars (\$160,000), which is a bond from 2012. Mayor questioned when it will be paid off. Ms. Reed stated it will be paid off in the year 2037. Ms. Bowman stated for the water fund balance would go down to two million three hundred five thousand five hundred and seven dollars (\$2,375,507). Mayor questioned the fees for the new apartment complex. Chief Walker stated the building permits have been paid, but the tap fees will be paid prior to turning on the water and issuing the Certificate of Occupancy for each building. Councilman Adkins questioned when they will be voting on the budget. Ms. Reed stated typically the first reading will be in May and the second reading in June. Further, they will need direction as to how to move forward because they will need time to put this in ordinance format as well as advertise. Councilwoman Walker questioned the proposed cuts to the budget. Ms. Bowman stated she only asked the department heads to only give her a figure for the cuts. Councilwoman Walker questioned if the proposed new positions are being cut. Ms. Bowman stated that is up to council. She further stated she needs to know if the council wants her to cut things or if they want her to go into fund balance. Also, what they want her to do as far as employees raise being that will affect the overall amount. She questioned if it is OK to go into the fund balance with everything especially the payments that we are not sure we will have. She also questioned if they want her to get the cuts from the department heads to take out of the budget. Councilman Kerrigan stated he would like to look at a hiring freeze to keep from incurring new expenses. Mayor stated we have been fortunate that we haven't had water leaks and sewer issues that we normally have, and it is actually strange to see, but he looks for everything to go back to normal soon. Ms. Bowman stated she can pull the figures for the open vacant positions to give those figures also. Ms. Reed questioned if we need to look at having a special called meeting. Vice Mayor Anderson questioned if that can be done at the Workshop Meeting. Ms. Reed stated yes it can and asked if they have any guidance as to what they want to see. Vice Mayor Anderson stated the positions, the raise amounts we have, the department heads cuts, and the senior center cut for the building fund. Councilman Adkins stated he agreed. Councilman Kerrigan questioned increasing property taxes figures. Ms. Bowman stated she can get those figures together. Councilman Kerrigan stated he would like to look within first and not doing an increase in property taxes. Mayor stated the salary study is almost complete and he will be ready to present to council soon, but that Mr. Russell will recommend around a two percent (2%) cost of living raise. Ms. Reed stated yes, he stated that if there is a raise the most he is seeing is two percent (2%). Vice Mayor asked if she can plug in a one, two and three percent (1, 2, and 3%) raises. Mayor stated once things pick back up he would like to have an assistant position. Councilman Jackson questioned if HR is doing the hiring. Mayor stated if the department head is hiring they will work with Kellie to hire, but she does not hire anyone on her own. Councilman Jackson stated she does not need to be in on the interviews and such the department head needs to handle that on their own. Further, this was discussed before. Mayor stated yes, but there are other duties regarding HR that need to be handled by one person. Vice Mayor Anderson questioned if it was agreed a while back that Ms. Reed will just be the Recorder. Mayor stated yes, but Mr. Russell emphasized she can handle the other HR duties as it is not a good idea to have this split up between other people. Councilman Jackson stated the City Recorder works for the council and she should be doing what the council requested her to do as she answers to the council and not anyone else. Mayor stated this is half and half and the position takes direction from the council and the mayor. Councilman

Adkins added the position is appointed by the council. Councilwoman Walker questioned amending the charter and asked about setting a meeting to go through the charter in detail revise the charter. Mayor stated he would like to do this in an in-person meeting. Councilwoman Walker stated the City Attorney and City Recorder have not been appointed yet and this needs to be done considering there is a new council. Mayor stated yes, to keep this in mind and when we are able to get back to a meeting it can be discussed. Councilman Adkins asked about getting some property tax amounts to show how much money it would generate. Ms. Bowman stated she would handle this and asked if there were any recommendations. Councilwoman Walker questioned if Mayor Allen has discussed with the county mayor about the county jail schedule. Mayor Allen responded no, but he will call him tomorrow to get the latest update. Ms. Bowman questioned if the information she presented is understandable or if she needs to change the budget presentation in any way. Councilman Adkins and Mayor both stated they like the way it is presented. Vice Mayor Anderson questioned page sixty-seven (67), the fund summary page. He stated he wanted to make sure everyone knows the two million seventeen thousand shortage of the budget. He further stated it isn't he doesn't want to do for the employees and other projects, but he wants to make sure everyone is clear we have to make up this money somewhere. Ms. Bowman stated she pulled past budgets to get an idea, but last year's budget was approved being in the hole sixteen thousand dollars (\$16,000). Vice Mayor Anderson stated he just wants to make sure everyone understands this and keeps it in mind. Ms. Bowman questioned if there is anything else anyone wants to see. Councilman Jackson questioned if this two million (\$2,000,000) is guessing and how it really came out. Ms. Bowman stated that last year we were two million (\$2,000,000) in the hole at the end of the year due to projects that were approved throughout the year. Ms. Bowman further stated she went back several years and started looking at numbers and the last time the budget started out in the positive was the 2016-2017 year, but it ended in the negative. She stated she can go back and give some history on revenue versus expenses.

6. Resolution: Governor's Local Government Support Grant Funding

Mayor stated this resolution is for the one hundred and thirty-three thousand dollars (\$133,000) and it was on the agenda because we thought it expired on April 30, but it actually expires next year. Ms. Reed stated we kept it on the agenda to get direction on how they would like to spend the money and apply for the funds. Ms. Reed then showed the grant ideas of camera purchases, resurfacing, backup purchase for city hall, the multi modal grant match money, and ADA projects. Ms. Reed explained it cannot be applied to the sewer treatment plant construction as the grant does not allow for new construction projects. Councilman Jackson questioned the backup purchase for city hall. Ms. Reed stated it is to back up all the information and data in our local systems including Tyler, the office suites, and everything. Further, in the event of an emergency the data wouldn't be lost. Councilman Jackson asked about using the money for the manhole repairs. Mayor stated that project is coming through the grants and the sewer treatment plant funds. Ms. Reed confirmed we have it tied in with the USDA grant and loan applications and if we applied it to that project it would affect our grant award amount with USDA. Councilman Greer questioned the resurfacing of the city streets and if it pertains to the street with the patches and if it is being considered. Ms. Reed stated they haven't decided which streets to resurface yet and that would be a decision Public Works would make. Councilman Jackson stated that street is in a lot better shape than it has been in the past. Councilman Greer stated there were a lot of complaints about that and if even a portion of it can be used for the areas that are problematic it would make a lot of people happy. Councilman Jackson questioned if this needs to be decided tonight. Mayor stated no, but he wants council to think about it. Further, he wished it could be used for parks resurfacing, but the grant will not allow for that. Councilman Jackson stated he wished we could give the kids something to do around town there is currently nothing for them to do. Councilman Greer questioned if there is a list of things that we can use the money for or can't use the money for. Ms. Reed stated she would send out a copy of the grant guidelines. A motion was made by Councilman Jackson, seconded by Councilwoman Walker, to defer this resolution. All approved

by voice vote.

**OTHER**

Mayor stated he spoke to department heads about reporting back to work a full day on Monday. Further, a lot of people are coming in currently. Mayor asked if there were any questions he could answer and if not, he would entertain a motion to adjourn.

**ADJOURNMENT**

A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson, to adjourn. All approved by voice vote and the meeting adjourned at 7:51 p.m.

\_\_\_\_\_  
MAYOR STEVE ALLEN

\_\_\_\_\_  
CITY RECORDER KELLIE REED, CMFO, CMC

DRAFT



## TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting May 12, 2020 6:00 PM Minutes

---

### CALL TO ORDER

Mayor Allen called the meeting to order at 6:05 p.m. He further stated, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the May 12, 2020 Meeting of the City Council of Ashland City. Due to the COVID 19 pandemic, and in accordance with Governor Bill Lee's Executive Order 16, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream video on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID 19 pandemic."

### ROLL CALL

#### PRESENT

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

All members reported via electronic means

### APPROVAL OF AGENDA

Ms. Reed requested adding "Workforce Essentials Agreement" New Business. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the agenda with the change. All approved by voice vote.

### APPROVAL OF MINUTES

Councilwoman Walker stated she didn't see the minutes were not in the packet. Ms. Reed stated it looks like they didn't get added in the packet correctly. Ms. Noe stated this can be deferred until the next called meeting. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to defer until the next meeting. All approved by voice vote.

### PUBLIC FORUM

Jackie Bates: Rezoning Concerns- Mr. Bates stated he has spoken to the neighbors and about ten (10) families would like to see this property stay residential. He further stated he has concerns people will miss the drive into the building and be turning in to his property where his grand kids play. He stated he does not see how he will have the room to put in a building on the property. Further, they are bringing in gravel, dirt, and asphalt and is worried about the settling of this material in the next few years. He stated he would like to see some of these types of issues addressed before voting occurs, and he would like to see more accomplished.

Janet Plumlee: Rezoning Concerns. Ms. Plumlee stated she is speaking tonight on behalf of her mother Ms. Betty Ford. Further, if you look at the property it is a residential neighborhood and it has been for a long time. She stated she has concerns about the L shape of the property that connects to her property and the intentions for what can be done with that and for what will be done with that. She stated there are materials being dumped on the backside of the hill and has concerns about this. She wants to know how much and what else can be dumped behind there. In addition, she wants to know what else can this PUD could become if he sells it. She stated they didn't come to the first meeting because there was not a sign posted on Caldwell Road, but where the sign was posted it was lying flat

on the ground. She stated she would like to recommend that when Ashland City does anything like this that the residents of the adjacent properties be notified in writing before anything is done.

Mr. Ismail: Property Owner for the Rezone Request. Mr. Ismail stated he wants to begin by answering a couple of questions. He stated they have pulled back-fill permits and had these permits from the start of the work. He stated as far as space goes that is something we do not know until we get a site engineer to develop a plan with the storm water and all the requirements. Further, he has spoken to the engineer with CEC, Mr. Neal, and about pulling public sewer from across the highway which will not affect any neighbors. The L shape will not be disturbed per code because there are issues with that little of an area and the setbacks; therefore, there will not be anything he can put there. He stated he can share his screen and show the concept drawing. Mayor stated when we get to the agenda item, we can discuss it further.

## **OLD BUSINESS:**

### 2. Salary Study

Mayor stated he is asking for a deferral for this because there are more things we need to look at. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan to defer this until the next council meeting. All approved by voice vote.

### 3. Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD.** Councilman Adkins

questioned if the property owner wants to do something different with the property if they will have to go back before the planning commission. Mr. Jason McCain stated yes, for a PUD, planned unit development, they are required to if there are changes. The owner has proposed a preliminary design that we have all looked at and the planning commission submitted this for approval; however, the master plan will have to be reviewed by planning commission and the city engineer before proceeding. Further, if he ever wants to change that master plan it has to come back again and be approved. In other words, once he submits the plan that is what he has to do parking, storm water, and everything on that master site plan. Mr. Jackie Bates questioned if the permits pulled allows him to push dirt onto a resident's home. Mr. McClain stated the grading permit that is still open and active, but as far as he knows there isn't going to be anymore fill brought in. Mr. Ismail stated if he was going to fill in anymore, he would put up silk fencing and abide by setbacks. He further stated if they have to do more fill in, they will have to maintain a thirty (30) foot setback from the stream. Mr. Bates questioned if he is going to do more fill in. Mr. Ismail stated yes more than likely, but that will be up to the site engineer. Mayor stated this is the first reading and will be a vote to rezone the property. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the rezone. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilwoman Walker. Voting Nay: Mayor Allen, Councilman Jackson.

### 4. Health Insurance Discussion

Ms. Reed stated she put a couple of different options in the packet and there have been a couple of different discussions regarding this. Further, one has been to keep everything the same, but this would be a thirty-one point six (31.6%) increase overall. The next sheet shows the HSA amount going down to five hundred dollars (\$500) a year from one thousand dollars (\$1,000) a year and the max out of pocket goes from fifteen hundred dollars (\$1,500) for the individual to two thousand dollars (\$2,000) and from three thousand dollars (\$3,000) for the family to four thousand dollars (\$4,000). Vice Mayor Anderson questioned why we are budgeting more money if last year was a worst-case scenario and an eighteen month claim period. Ms. Reed stated the scenario they presented us with we have almost hit that amount for this year, and we have increased the budget based on these projections. Ms. Reed stated that amount was paid out the last budget year and was not an eighteen (18) month budget. Further, the annual premium is going up. Ms. Reed stated the overall amount budgeted Councilman Jackson stated Vice Mayor Anderson stated he would like an insurance committee to be started. Councilman Jackson stated they have already voted on this and for it to be changed something would need to be done about the previous vote. Vice Mayor Anderson stated he thought they were voting to keep the insurance broker. Councilman Kerrigan and Councilman

Adkins both stated they were under the same impression. Vice Mayor Anderson stated he had some cost saving ideas and it may be a good idea to contract with some place like Fast Pace to pay a flat fee for visits for employees that do not go through the insurance. Further, it may not be something we can do, but it would be a good idea to look into it. Vice Mayor Anderson made a motion, seconded by Councilman Kerrigan, for the city to pick up the cost of the full increase for this year only. All approved by voice vote. Mayor stated he would look into establishing an insurance committee.

## NEW BUSINESS:

### 5. STBG Grant Contract

Ms. Reed stated she would ask to defer this contract as this contract as this one represents the engineering cost for the TAP grant; however, they have requested we defer this so they can combine the contracts and have it altogether. She further reviewed the grant and project amounts, but stated they do not anticipate to spend anything on this project next budget year due to the environmental and engineering that will need to be done before they can proceed. A motion was made Councilman Adkins, seconded by Vice Mayor Anderson, to defer this until next month. All approved by voice vote.

### 6. Sewer Treatment Plant Property Purchase Agreement

Ms. Noe stated she asked Kellie to add this to the agenda because the county's attorney wants another agreement now that we have the total acreage. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan to defer until next month. All approved by voice vote.

### 7. Fire Contract

Chief Walker stated the first one is the rural fire contract and they made a recommendation to maintain the fire contracts at the same amount, two hundred and sixty-seven thousand dollars (\$267,000), for one year. Typically, they are for five years, but they asked to maintain the current contract for one (1) year and revisit this next year when things are a little bit more stable. Further, we do not have a contract yet, but Ms. Noe should be getting one from the county attorney and we can put it on next month's agenda. A motion was made by Councilman Adkins, seconded by Councilman Greer to defer this until next month. All approved by voice vote.

### 8. Part-time Staffing Fire Contract

Chief Walker stated that was the contract for the county to contract with the city for us to staff Station Three (3) on Petway. Currently during this epidemic, they are being utilized at Station One (1) so it is really a win-win for the county and city. He stated this contract will be renewed in July, so this is really just for the remainder of this year. Mayor questioned if Chief Walker approves. Chief Walker responded yes. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan to approve the contract. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker

### 9. Resolution: Families First Coronavirus Response Act

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE IMPLEMENTING A POLICY TO ENSURE THE TOWN'S COMPLIANCE WITH THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT WITH RESPECT TO EXPANSION OF THE FAMILY MEDICAL LEAVE ACT AND THE EMERGENCY PAID SICK LEAVE**

**ACT:** Ms. Noe stated this is a resolution based on several laws that were changed due to the virus regarding employee rights. A motion was made by Councilman Adkins, seconded by Councilman Greer to approve the Families First Coronavirus Response Act. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

### 10. Resolution: Governor's Local Government Support Grant Funding

A motion made by Councilman Greer, seconded by Councilman Kerrigan to defer until next month. All approved by voice vote.

### 11. Ordinance: Amend Title 18; Chapter 1 of the Municipal Code: Water Rates

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT:**

A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the Ordinance Amending Water Rates. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

12. Ordinance: Adopt 2020-2021 Fiscal Year Budget

Vice Mayor Anderson stated he would like to make a motion, seconded by Councilman Kerrigan, to approve the budget with the following conditions: no new positions be filled and a two percent (2%) cost of living raise. Councilman Adkins questioned to clarify if there is no property tax increase. Ms. Bowman stated no increase. Ms. Noe asked for clarification on the no new positions be created if that means currently vacant positions can be filled. Daniel Anderson no new positions be created if there is a current opening they can be filled. Councilwoman Walker stated she would like to make sure we added the reserve officer pay back in. Ms. Bowman stated it is out of the budget. Council members agreed they wanted the reserve officer pay added back into the budget. Ms. Walker asked about merit pay. Ms. Bowman stated the merit raises are not in the budget right now and the two percent is in this budget. Mayor confirmed no new hire, reserve officer pay is back into the budget, and a 2% pay increase. Ms. Bowman stated no property tax increase and no merit increases. Councilman Jackson questioned no merit increases. Ms. Bowman stated the department heads asked for merit increases based on appraisals. Councilman Adkins questioned if the motion needs to be changed. Ms. Noe stated no new positions and a 2% increase and she felt the motion was fine. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

13. Appoint City Attorney

Mayor stated the next item on the agenda is to appoint the city attorney. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to appoint Jennifer Noe as the City Attorney. All approved by voice vote.

14. Appoint City Recorder

A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to keep Kellie Reed as City Recorder. All approved by voice vote.

15. Workforce Essentials Agreement

Ms. Reed stated Chief Ray was contacted by Workforce Essentials today regarding armed guard services and request this be discussed. Chief Ray stated they have been mandated by the state to have armed security to be at all their offices across the state. They want contract with local police instead of a private company and to put money back into the community that way. The rate would be their overtime rate is. Chief Ray asked to move some money around to cover this until it is reimbursed. Ms. Noe stated on the agreement need a definitive hourly rate and she wanted the council to weigh in on if they want an hourly rate or a prorated amount including benefits. Councilman Anderson stated he wants to figure in city insurance and the hourly rate because we are assuming all liability. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the contract with Ms. Noe's input and recommendation for the verbiage. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

**SURPLUS PROPERTY NOMINATIONS:**

15. Bullet Proof Vest

Chief Ray stated we had an officer leave and a vest had just been purchased for her. Further, they would like to reimburse us for the vest and allow her to keep it. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the surplus. All approved by voice vote.

## EXPENDITURE REQUESTS:

### 16. Bank Rates Bid Approval

Ms. Reed stated the General Assembly passed a law where we bid bank rates every year for the banks we use, and they have been included in the packet. Further, this is only for the checking accounts we have now. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve staying with the same banks we currently utilize. All approved by voice vote.

### 17. Permission to bid red light construction

Ms. Reed stated the majority of the engineering is complete and Chief Walker requested this be added to the agenda. Chief Walker stated we are just asking to put this out to bid and it is an A.O. Smith pass through as they have agreed to reimburse us. Further, they requested we change to cables across the highway instead of pole lights. Mayor asked the difference of cost between cable and pole lights. Chief Walker stated he doesn't know the cost, but he is sure it is a lot cheaper. Mr. Biggers stated he would like to leave them as pole lights. Ms. Noe stated in all prior conversations it was always going to be the pole lights. Chief Walker stated yes, we could bid both ways and let council decide. Mr. Biggers stated that the plan has already been submitted and may have to be resubmitted. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve obtaining bids for the red-light project. All approved by voice vote.

## OTHER

Mayor stated it is not business as usual it is a very busy time and the virus is a lot more time consuming than just sickness. Further, people are doing what is asked of them and things are doing well considering the situation.

Vice Mayor Anderson questioned if Mayor Allen has discussed with Mayor McCarver about the jail. Mayor Allen stated yes, they are still on go. Further, even if they change the location of the building they do want to utilize our building. Council member Greer questioned changing the location and if there is a date we have to be out of city hall. Mayor stated they are not to that point yet, but that could be a possibility. They are waiting for us to get plans back and there is no problem at all because regardless they want to use our building. Ms. Noe stated there has not been a contract between the city and county because there has not been a time frame. Further, if we can get a time frame from the engineer we could get a contract together. Vice Mayor Anderson stated it would probably be after we bid the project out that we get a better time frame on that so maybe we are still a few months off from that. Chief Walker stated it would be at least a year for construction probably. Further, the fire hall is probably about eighty percent complete on the plans and city hall is in the neighborhood of fifty percent complete on the plans.

Mr. Hussaen stated he appreciates everyone time and making this possible safely. Councilman Kerrigan stated he has been contacted by citizens who are concerned about the speed on Stratton Blvd going down that road asking about traffic calming devices on that road. Mayor stated he will look into that and get with Clint in the morning.

## ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:21 p.m.

---

MAYOR STEVE ALLEN

---

CITY RECORDER KELLIE REED, CMFO, CMC



**GOVERNOR'S LOCAL GOVERNMENT SUPPORT GRANTS IDEAS**

*Available funds for Town of Ashland City*

\$133,611.00

Camera purchase for parks and city buildings

?????

Additional funding for resurfacing of city streets

\$133,611.00

Backup purchase for city hall

\$100,000.00

Sewer Treatment Plant

X X X X X

This is not an option because it grant money cannot be used for new building construction.

Multi Modal Grant Match Money (sidewalks)

\$50,000.00

Denied grant for this year. Reapplication is in Fall 2020

ADA Projects

\$133,611.00

# Grants

Grant	Acronym	Grant Numbers & Agency Notes	Project	Grant Total	City Match	Status	Assigned to: Notes
Traffic Signal Modernization Grant	TSMG		Updating Traffic Signalization and Crosswalk at North Main/Stratton Blvd	\$250,000.00	\$0.00	Waiting for awardal	Brian Stinson
TAP Grant	TAP		Crossover at Chapmansboro Road for Trail connection possible bridge or crosswalk	\$650,560.00	see below	Awarded	Brian Stinson, Scott Sampson, and Kellie Reed Waiting on contract to come in
Surface Transportation Block Grant	STBG		Engineering for TAP Grant	\$151,244.00	\$33,756.00	Contract on the agenda 5-11-2020	Brian Stinson Working with the state to see if this grant can cover engineering for the TAP grant. We do not have any other projects that will qualify and we need to sercure the money before we lose it.
Multi Modal Access Grant	MMAG		Sidewalks and improvements from the complete streets plan	\$950,000.00	\$50,000.00	Not Awarded	Brian Stinson and Kellie Reed We can try again in the Fall
Community Development Block Grant	CBDG		Sewer Lift Stations	\$630,000.00	\$130,000.00	Waiting for awardal	Kellie Reed and Clint Biggers
Economic Development Fast Track Grant			AO Smith Berm Project	\$1,200,000.00	\$0.00	AO Smith is awaiting final approval before biding process/construction can begin	Clint Biggers, Chuck Walker, and Kellie Reed
State Industrial Access Road Grant with TDOT		TDOT Local Programs Development Grant State Project# 11950-3510-04 Project Identification# 128559.00 Agreement Number 190037	Construction of Road beside Caymas Boats and J-turn project on Hwy 12	???	\$0.00	Phase I to start soon (surveying, environmental)	Clint Biggers, Chuck Walker, and Kellie Reed
Department of Justice			Bullet Proof Vest Grant for full-time officers	\$4,800.00	\$2,600.00	Reimbursement submitted. Awaiting funds	Kenny Ray
Tennessee Housing Development Authority	THDA		Provide housing rehabilitation for citizens within the city limits who qualify	\$500,000.00	\$0.00	Waiting for awardal	Kellie Reed
FEMA Safer			Recruitment and Retention Grant	\$171,200.00	\$0.00	Awarded	Tracey Knack
Community Transportation Planning Grant	CTPG		Transportation Signal Management Plan	\$125,000.00	\$12,500.00	Not Awarded	Brian Stinson

# Projects

---

Project	Total	NOTES
Smoke Testing/TV/GPS Project	see below	added into the STP construction project
Sewer Treatment Plant	\$17,000,000.00	Working with Neal Westerman on Site and Vance Hamilton on grant possibility and financing. Working with USDA on funding and grant. Also looking into the TN Municipal Bond Fund
City Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Truck	\$1,100,000.00	Working with USDA on funding and grant. USDA seems to think we will get 100K in grant money toward this project
Army National Guard Project Labor to construct extension of trail behind Boarders Inn	cost of construction equipment	waiting on approval
Red Light- Tennessee Waltz Parkway/Highway 12	\$190,105.00	Currently in the design phase. We have received one bill for the engineering and have forwarded to AO Smith for reimbursement. AO Smith has reimbursed us for the one engineering bill

## EXTENSION TO CONTRACT FOR EMERGENCY SERVICES

THIS EXTENSION TO CONTRACT FOR EMERGENCY SERVICES is 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 Ashland City, a municipal corporation (hereinafter referred to as "City") acting by and through the Ashland City Fire Department ("ACFD").

Whereas the County and ACFD entered into a Contract for Emergency Services for a term beginning July 1, 2016 and ending June 30, 2020 (the "Contract"); and

Whereas the County and ACFD wish to extend the term of the Contract for an additional period of one (1) year.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The term of the Contract between the County and ACFD is extended for a one (1) year period beginning July 1, 2020 and ending June 30, 2021.
2. The amounts of the Annual Primary Service Fee, the Annual Supplemental Service Fee, and the Annual Distribution from the County Fire Chief as described in the Contract for the period July 1, 2020 through June 30, 2021 shall be the same amounts payable for the period July 1, 2019 through June 30, 2020. By way of clarification, it is the intent of the parties that there shall be no increase in the amounts due under the Contract during the extended period.
3. All other terms and conditions of the Contract shall remain in force and are hereby affirmed and ratified.

4. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the City Mayor/City Council of the Town of Ashland City.

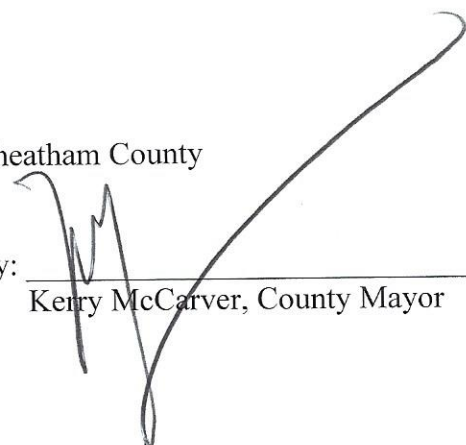
IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

Town of Ashland City

By: \_\_\_\_\_  
Steve Allen, Mayor

Cheatham County

By: \_\_\_\_\_  
Kerry McCarver, County Mayor

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around the line, extending upwards and to the right.

---

---

***Franchise Agreement***

between

***Town of Ashland City, Tennessee***

and

***Comcast of Nashville I, LLC***

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	GRANT OF AUTHORITY .....1
SECTION 2	THE CABLE SYSTEM.....4
SECTION 3	CUSTOMER SERVICE.....7
SECTION 4	COMPENSATION AND OTHER PAYMENTS.....7
SECTION 5	COMPLIANCE REPORTS .....8
SECTION 6	ENFORCEMENT .....9
SECTION 7	ASSIGNMENT AND OTHER TRANSFERS .....11
SECTION 8	INSURANCE AND INDEMNITY .....11
SECTION 9	MISCELLANEOUS .....12
APPENDIX A	DEFINED TERMS ..... A-1
APPENDIX B	CUSTOMER SERVICE STANDARDS .....B-1

## **AGREEMENT**

This **AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1 GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.



## 1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

## SECTION 2 THE CABLE SYSTEM

### 2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

### 2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

### 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

#### 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### **SECTION 3 CUSTOMER SERVICE**

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

### **SECTION 4 COMPENSATION AND OTHER PAYMENTS**

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

## **SECTION 5 COMPLIANCE REPORTS**

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

## **SECTION 6 ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to



continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

## **SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS**

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8 INSURANCE AND INDEMNITY**

### 8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

## **SECTION 9 MISCELLANEOUS**

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to:

Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

2605 Circle 75 Parkway

Atlanta, Georgia 30339

And:

Comcast Cable Communications, LLC

Attn: Legal Department

One Comcast Center

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**Town of Ashland City, Tennessee**

By: \_\_\_\_\_

Name:

Title: Mayor

(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Nashville I, LLC**

By: \_\_\_\_\_

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A DEFINED TERMS

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

**“Agreement”** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

**“Basic Service”** means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

**“Cable Act”** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

**“Cable Service”** means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

**“Cable Service Provider”** or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

**“Cable System”** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or



(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

**“Person”** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

**“Signal”** means any transmission of radio frequency energy or of optical information.

**“Streets”** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

**“Subscriber”** means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

**“Video Programming”** means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

**“Video Service”** means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider”** or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

**APPENDIX B**  
**CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations  
Title 47, Volume 4, Parts 70 to 79  
Revised as of October 1, 1998  
From the U.S. Government Printing Office via GPO Access  
47 C.F.R. § 76.309  
Page 561–63

TITLE 47—TELECOMMUNICATION  
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION  
PART 76—CABLE TELEVISION SERVICE  
Subpart H—General Operating Requirements

**§ 76.309 Customer service obligations.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area in an effort to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:**

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

The property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from R-1 (Low-Density Residential) zoning district to the PO-PUD (Professional Office- Planned Unit Development) district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

This area to be zoned PO-PUD is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on February 3, 2020.

First Reading: Tuesday, May 12, 2020  
Second Reading: Tuesday, June 9, 2020  
Public Hearing: Tuesday, June 9, 2020

ATTEST:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Kellie Reed CMFO, CMC





**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT**

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed and established as set forth in the following schedule to wit:

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

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

	<b>WATER RATES</b>		<b>SEWER RATES</b>
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$11.22	\$21.06	\$11.22
<b>ALL RATES ARE PER 1,000 GALLONS</b>			
First gallon used to last gallon	\$7.39	\$8.43	\$7.39

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

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user

installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

**BE IT FURTHER ORDAINED**, this Ordinance shall take effect July 1, 2020 after its final passage, the public welfare requiring it.

1st reading May 12, 2020  
Public hearing June 9, 2020  
2nd reading June 9, 2020

---

Mayor Steve Allen

---

City Recorder Kellie Reed, CMFO, CMC

**ORDINANCE #**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE TOWN OF ASHLAND CITY,  
TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

**WHEREAS,** Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

**WHEREAS,** the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

**WHEREAS,** the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE AS FOLLOWS:**

**SECTION 1:** That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2021, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		Budget FY 2021
	Actual FY 2019	Actual FY 2020	
<b>Cash Receipts</b>			
Local Taxes	\$ 4,467,160	\$ 4,644,053	\$ 3,886,000
Licenses And Permits	227,827	96,496	52,000
Intergovernmental	1,385,348	886,528	1,527,690
Charges For Services	423,017	23,498	15,250
Fines And Forfeitures	7,044	323,353	350,000
Other Revenue Sources	489,898	436,006	11,451,500
<b>Total Cash Receipts</b>	<b>\$ 7,000,294</b>	<b>\$ 6,409,935</b>	<b>\$ 17,282,440</b>
<b>Appropriations</b>			
Court Department	\$ 239,346	\$ 250,000	\$ 295,475
City Recorder	\$ 834,785	\$ 1,360,000	\$ 6,482,650
Technology	-	135,000	282,125
Police Department	1,483,057	1,430,000	1,679,452
Fire Department	1,649,512	1,689,000	7,755,025
Streets	718,624	600,000	888,280
Senior Center	201,743	205,000	282,475
Parks	1,271,068	415,000	614,977
<b>Total Appropriations</b>	<b>\$ 6,398,135</b>	<b>\$ 6,084,000</b>	<b>\$ 18,280,459</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>602,159</b>	<b>325,935</b>	<b>(998,020)</b>
<b>Beginning Cash Balance July 1</b>	<b>6,570,008</b>	<b>7,172,167</b>	<b>7,498,102</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 7,172,167</b>	<b>\$ 7,498,102</b>	<b>\$ 6,500,082</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>112.1%</b>	<b>123.2%</b>	<b>35.6%</b>
STATE STREET AID FUND	Estimated		Budget FY 2021
	Actual FY 2019	Actual FY 2020	
<b>Cash Receipts</b>			
State Gas and Motor Fuel Taxes	\$ 185,475	\$ 161,491	\$ 199,895
Interest	1,095	770	500
<b>Total Cash Receipts</b>	<b>\$ 186,570</b>	<b>\$ 162,261</b>	<b>\$ 200,395</b>
<b>Appropriations</b>			
Public Works Department	\$ 72,817	\$ 150	\$ 200,000
<b>Total Appropriations</b>	<b>\$ 72,817</b>	<b>\$ 150</b>	<b>\$ 200,000</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>113,753</b>	<b>162,111</b>	<b>395</b>
<b>Beginning Cash Balance July 1</b>	<b>134,392</b>	<b>248,145</b>	<b>410,256</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 248,145</b>	<b>\$ 410,256</b>	<b>\$ 410,651</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>340.8%</b>	<b>273504.0%</b>	<b>205.3%</b>

DRUG FUND	Estimated		
	Actual FY 2019	Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>			
Fines And Forfeitures	\$ 25,768	\$ 2,400	\$ 2,000
Proceeds from sale of assets	\$ 1,289		
Intrest Earnings		5	5
<b>Total Cash Receipts</b>	<b>\$ 27,057</b>	<b>\$ 2,405</b>	<b>\$ 2,005</b>
<b>Appropriations</b>			
Drug Enforcement	\$ 113,884	\$ 1,010	\$ 32,750
<b>Total Appropriations</b>	<b>\$ 113,884</b>	<b>\$ 1,010</b>	<b>\$ 32,750</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>(86,827)</b>	<b>1,395</b>	<b>(30,745)</b>
<b>Beginning Cash Balance July 1</b>	<b>143,472</b>	56,645	58,040
<b>Ending Cash Balance June 30</b>	<b>\$ 56,645</b>	<b>\$ 58,040</b>	<b>\$ 27,295</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	49.7%	5746.5%	83.3%
WATER & SEWER FUND	Estimated		
	Actual FY 2019	Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>			
Water Sales	\$ 1,543,252	\$ 1,500,000	\$ 1,477,020
Sewer Fees	1,086,064	980,550	1,051,970
Tap Fees	101,200	195,750	150,000
Connection Fees	117,855	21,450	25,000
Miscellaneous Other Fees	70,496	402,250	141,500
Other Revenue Sources	-	-	17,000,000
Grant Proceeds	-	-	120,000
<b>Total Cash Receipts</b>	<b>\$ 2,918,867</b>	<b>\$ 3,100,000</b>	<b>\$ 19,965,490</b>
<b>Appropriations</b>			
Water & Sewer Department	2,497,020	2,002,007	2,266,600
Capital Projects		700,000	17,485,000
Debt Service - Principal	32,628	135,000	130,000
Debt Service - Interest	70,852	70,000	318,750
<b>Total Appropriations</b>	<b>\$ 2,600,500</b>	<b>\$ 2,907,007</b>	<b>\$ 20,200,350</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>318,367</b>	<b>192,993</b>	<b>(234,860)</b>
<b>Beginning Cash Balance July 1</b>	<b>1,963,338</b>	2,281,705	2,474,698
<b>Ending Cash Balance June 30</b>	<b>\$ 2,281,705</b>	<b>\$ 2,474,698</b>	<b>\$ 2,239,838</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	87.7%	85.1%	11.1%

SECTION 2: At the end of the fiscal year 2019, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2020
General Fund	\$ 6,895,008
State Street Street Aid Fund	\$ 538,002
Drug Fund	\$ 58,035
Water & Sewer Fund	\$ 2,474,698

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2020	FY2021 Principal Payment	FY2021 Interest Payment
<b>Bonds -</b>				
2012A Pooled Loan Fund	\$ -	\$ 2,155,000.00	\$ 100,000.00	\$ 59,188.00
<i>The following agreements have not be finalized This is a current estimate.</i>				
<b>Loan Agreements</b>				
Fire Truck Purchase USDA	\$ 1,000,000.00	\$ -	\$ 85,000.00	\$ 15,000.00
Fire Hall and City Hall Construction Projects	\$ 10,000,000.00	\$ -	\$ -	\$ 237,500.00
Sewer Treatment Plant Loan	\$ 17,000,000.00	\$ -	\$ -	\$ 289,562.00

SECTION 4: During the coming fiscal year (2021) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction of New City Hall Building	\$ 5,000,000.00		\$ 5,000,000.00
Construction of New Fire Station I.	\$ 5,000,000.00		\$ 5,000,000.00
Purchase of Fire Aparatus	\$ 1,000,000.00	\$ 200,000.00	\$ 800,000.00
Installation of New Traffic Signal	\$ 168,505.00	\$ 168,505.00	
Resurfacing of Park Parking Lot	\$ 82,500.00	\$ 82,500.00	
Purchase of Police Vehicles & Equipment	\$ 162,400.00	\$ 162,400.00	
Construction of Sewer Treatment Plant Building	\$ 17,000,000.00		\$ 17,000,000.00
Replacing all Sewer Lift Stations	\$ 120,000.00	\$ 120,000.00	
Purchase of new playground swings	\$ 6,000.00	\$ 6,000.00	

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Resurfacing Playground Surface Fire Station II.	\$ 43,000.00	\$ 43,000.00	
Shade Structure Purchase Fire Station II Playground	\$ 14,000.00	\$ 14,000.00	
Purchase of new HVAC unit for Riverbluff Restroom Facility	\$ 8,000.00	\$ 8,000.00	
Shade Structure Purchase Riverbluff Park Playground	\$ 10,000.00	\$ 10,000.00	\$ -
Purchase of Christmas Lights	\$ 4,000.00	\$ 4,000.00	
Park Signage	\$ 7,000.00	\$ 7,000.00	
Engineering for Trails	\$ 30,000.00	\$ 30,000.00	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: The Financial Director is hereby granted the authority to transfer monies from one appropriation to another in the same fund, subject to such limitations and procedures as set by Mayor and City Council pursuant to Tennessee Code

Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$0.5037 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2020, the public welfare requiring it.

Passed 1<sup>st</sup> Reading: 6-9-2020

Passed 2<sup>nd</sup> Reading: 6-16-2020

---

Mayor Steve Allen

ATTESTED:

---

City Recorder Kellie Reed



This Agreement is made and entered into effective May 25, 2020 (the "Agreement Date") by and between:

**"Client"**

Name: Town of Ashland City, Tennessee  
Address: 101 Court Street, Ashland City, Tennessee 37015  
Phone: 615-792-4211  
Representative: The Honorable Mayor Steve Allen Email: sallen@ashlandcitytn.gov

**"Stantec"**

Name: Stantec Consulting Services Inc.  
Address: 601 Grassmere Park Road, Suite 22, Nashville, TN 37055  
Phone: 615-829-5454  
Representative: Marc Pearson, Senior Principal Email: marc.pearson@stantec.com

Project Name (the "Project"):

Continued Engineering and Flood Mitigation Support

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

**TERMINATION:** Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the

Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**Town of Ashland City, Tennessee**

**Stantec Consulting Services Inc.**

Steve Allen,  
Honorable Mayor of Ashland City, TN  
\_\_\_\_\_  
Print Name and Title

Marcus E. Pearson,  
Senior Principal  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Attached to and forming part of the Agreement BETWEEN:

Town of Ashland City, Tennessee

(hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(hereinafter called "Stantec")

EFFECTIVE: May 25, 2020

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

- 1) Provide support for the A.O. Smith Flood Mitigation Project. This includes continuation of services performed under previous contracts to review mitigation strategies and/or flood protection measures for the A.O. Smith plant, developed by A.O. Smith, Ashland City, Cheatham County or other relevant stakeholders. The support may include, but not limited to, reviews of final design concepts; however, this will not include detailed reviews of construction plans or drawings. Support may include the submission of potential recommendations (via electronic mail) and may also include in-person meetings with any of the entities listed.
- 2) Provide general engineering and other related hazard mitigation support for floodplain or water resource management services including, but not limited to, floodplain ordinance review, flood hazard analysis, or mitigation alternatives for potential risk areas. Support may also be provided for other engineering services as requested. This support may include in-person meetings with Ashland City or designated stakeholder.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: May 25, 2020

Estimated Completion Date: May 31, 2021

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Stantec shall perform the services listed in Attachment A on a time and materials basis not to exceed \$30,000.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL  
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

ADDITIONAL  
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table	
Billing Level	Rate
3	\$92
4	\$103
5	\$111
6	\$115
7	\$122
8	\$127
9	\$137
10	\$143
11	\$154
12	\$158
13	\$167
14	\$173
15	\$191
16	\$219
17	\$229
18	\$234
19	\$242
20	\$253
21	\$263

INSURANCE  
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

## CONTRACT FOR THE PURCHASE OF PROPERTY

This agreement made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Cheatham County (hereinafter known as "Sellers") and Town of Ashland City , (hereinafter known as "Buyer").

The Sellers in consideration of the agreed upon purchase price, and the mutual covenants herein contained, has this day sold, and does hereby agree to convey by a good and valid warranty deed to said Buyers, or to such person they may in writing direct, the following described real estate:

Property known as a portion of Map 55, Parcel 12 consisting of 10.63 acres with a 20 feet permanent sewer easement across said property which is 1.18 acres and a temporary 20 foot construction easement abutting each side of the permanent easement contained 2.35 acres. A copy of the legal description is attached to this agreement.

Under the following terms and conditions:

1. The purchase price shall be \$79,725.00 which will be paid at closing.
2. The purchase is not contingent on financing of the Buyer. Buyer has already obtained financing.
3. The following adjustments will be made at time of closing:
  - (a) There will be no proration of either city taxes or county taxes since both parties are governmental entities and are not subject to taxes.
4. Seller will convey the property to Buyer free and clear of all liens and encumbrances except for the applicable easements, set backs, and subdivision restrictions of record for said property.



5. Jennifer Noe of the Law Offices of Balthrop, Perry & Noe, PLLC shall prepare the closing documents, do the title work and close the transaction. Each party will pay one-half of the closing fee. The Sellers will pay for the warranty deed, title work, and title insurance. The Buyer will pay for the recording fees for the warranty deed.

6. This agreement is expected to be closed on or before July 17, 2020. Possession will be given as of the date of deed.

7. Seller shall bear the risk of hazard damage or loss through the date of closing, thereafter Buyer shall bear such risk.

8. It is expressly understood and agreed that this instrument contains the entire agreement between the parties and except as herein noted there are no oral or collateral conditions, agreements, or representations, all such having been resolved and incorporated herein.

9. Should either party default in the performance of the terms and conditions of this agreement and the other party is required to bring suit for damages and/or specific performance to enforce the terms and conditions of this agreement then the prevailing party in such suit shall be additionally entitled to recover its reasonable attorney=s fees.

10. Both parties warrant unto the other that no real estate commission or sales fees shall be due upon the closing of this agreement.

11. Time is of the essence of this agreement.

12. This property is unimproved real estate. Sellers hereby acknowledge that there are no environmental issues or defects to the unimproved property. Sellers further acknowledge that there has been no illegal dumping on the property.

13. Both parties hereby acknowledge that this contract has been approved by both parties governmental bodies which for the Seller is the county commission and for the Buyer is the city council.

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

SELLER:

\_\_\_\_\_  
Kerry McCarver  
Cheatham County Mayor

Date: \_\_\_\_\_

BUYER:

\_\_\_\_\_  
Steve Allen  
Ashland City Mayor

Date: \_\_\_\_\_

**Contract Number:** 200026

**Project Identification Number:** 130039.00

**Federal Project Number:** STP-M/TAP-9327(11)

**State Project Number:** 11LPLM-F3-021

**LOCAL AGENCY PROJECT AGREEMENT**

**BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
AND  
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and the Town of Ashland City ("Agency"), is for the purpose of providing an understating between the parties and their respective obligations related to the participation, management, undertaking, and completion of the project ("Project") described as:

Greenway from Chapmansboro Road to SR-455 (Tennessee Waltz Pkwy): Design and construction of an asphalt trail along N. Main Street beginning at the Cumberland River Bicentennial Trail on Chapmansboro Road to a trailhead at SR-455 (Tennessee Waltz Parkway). The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities.

**A. SCOPE OF PROJECT:**

A.1. The Agency and the Department each shall be responsible for their respective obligations regarding the Project as required, described and detailed in this Agreement.

A.2. Incorporation of Additional Documents. Each of the following documents is included as a part of this Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities and performance hereunder, these items shall govern in order of precedence below.

- a. This Agreement document;
- b. Exhibit A, attached hereto and incorporated herein;
- c. The most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects ("Local Government Guidelines") (copy available from the Local Programs Development Office or the on the Department's website) to elaborate the processes, documents and approvals necessary to obtain funds under this Agreement, including all latest applicable Department procedures, guidelines, manuals, standards and directives as described herein;
- d. The Agency's Project application.

A.3. Responsibility for Performance of Phases of Work and Funding Thereof.

The phases of work for the Project are Environmental Clearance (NEPA), Final Design, Right-of-Way (including utility coordination), and Construction. On any phases for which the Agency is responsible for performance of the work as listed below, and only after receiving a Notice to Proceed for any such phase, the Agency shall commence and complete such phase with all

practical dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement and all applicable laws.

For any phase of the Project assigned to the Agency, a full-time employee of the Agency shall be assigned to supervise the work performed and to be the responsible charge thereof. Said full-time employee of the Agency shall be qualified to and shall ensure that the Project work will be performed in accordance with the terms of this Agreement and the latest applicable Department procedures, guidelines, manuals, standards and directives as described in the Department's Local Government Guidelines. The Agency hereby certifies that it is adequately staffed and suitably equipped to undertake and satisfactorily complete the work. If the Agency elects to use consultants for any phase of the work, the Agency must follow the TDOT Local Programs consultant procurement policy (copy available from the Local Programs Development Office or on the Department's website) and also must provide a full-time employee of the Agency to be in responsible charge.

**Commencement of work by the Agency on any phase of the Project without first having received a Notice to Proceed from the Department for that phase shall be sufficient cause to render the Agency ineligible for reimbursement for any or all work performed on the Project.**

<u>Phases:</u>	<u>Responsible for Work:</u>	<u>Funding Provided By:</u>
Environmental Clearance (NEPA):	Agency	Project
Final Design:	Agency	Project
Right-of-Way (including Utility Coordination):	Agency	Project
Construction:	Agency	Project

- A.4. Environmental Clearance. The Department will review Agency's environmental documents and require the Agency to make any appropriate changes for approval as necessary, as described in the Local Government Guidelines.

The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and the Agency will reimburse the Department for any loss incurred in connection therewith, including but not limited to any loss of federal funding for the Project. The Agency is responsible for applying for and securing any applicable environmental permits as described in the Local Government Guidelines. In addition, the Agency acknowledges that it must complete the Environmental Clearance phase before it begins work toward Final Design and understands that a separate Notice to Proceed will be submitted for each phase. Any work on Final Design performed ahead of this Notice to Proceed will not be reimbursable.

- A.5. Final Design. The Agency shall submit to the Department for review and comment all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written comments or recommendations as deemed appropriate by the Department, which the Agency then shall address in the plans. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a Notice to Proceed with the next assigned phase of the Project.

In the event that the Project involves the use of existing State highway right-of-way, the Department Regional Traffic Engineer for the region where the Project is located will review and comment on

the plans. These plans shall be sufficient for the Department to assess the proposed Project and its impact on the State highway right-of-way.

- A.6. Right-of-Way. The Agency shall, without cost to the Department, provide by deed or other appropriate conveyance document all land owned by the Agency or by any of its instrumentalities as may be required for Project right-of-way or easement purposes.

If federal and/or state funds are providing reimbursement for the Right-of-Way phase, any activities initiated for the appraisal or the acquisition of land prior receiving a Notice to Proceed from the Department will not be reimbursed. **Failure to follow applicable Federal and State law in this regard may be sufficient cause to render the Agency ineligible for reimbursement of any and all work performed on the Project.**

The Department will review the processes the Agency used for the acquisition of land and relocation assistance. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1984) and the regulations promulgated thereunder, the Department will certify that the acquisition phase was completed appropriately. The Agency understands and acknowledges that the Project cannot proceed to the Construction phase until this certification of the Right-of-Way phase has been provided. **The Agency further understands that if the processes used for acquisition are such that certification cannot be given, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended prior to the time of such withdrawal.**

It is the intent of the parties that the State of Tennessee will be the record owner of all State highway right-of-way. If the Project, or some portion of it, will require improvements to a State highway and the construction of such improvements will require the acquisition of right-of-way, then the Agency shall acquire such right-of-way in the name of State of Tennessee. If the Project, or some portion of it, includes acquisition of right-of-way along a local road or otherwise not requiring improvements to a State highway, then the Agency shall acquire such right-of-way in the name of Agency. If the Project requires improvements to a State highway and includes Agency acquisition of right-of-way at or near the intersection of a State highway and a local road, then the Agency shall acquire those tracts adjacent to the State highway in the name of State of Tennessee and shall acquire those tracts adjacent to the local road in the name of Agency. The Agency shall consult with the Department to confirm these areas.

The Department hereby authorizes the Agency to obtain by negotiated settlement such necessary right-of-way in the name of State of Tennessee to the extent provided in this Agreement, in the manner provided in the Department's Local Government Guidelines, and as shown on the Project plans. However, this Agreement shall not grant the Agency, through its attorneys, the right to represent the State in any legal matter, including but not limited to eminent domain proceedings, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. Furthermore, the Agency shall be responsible for conducting at its own expense any and all necessary eminent domain proceedings for all tracts acquired in the name of Agency.

- A.7. Utility Coordination. The Agency shall ensure that all utility relocation plans are submitted by the utilities and received by the Department Region Utilities Office for the region where the Project is located in accordance with the timeframes set forth in the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website). The Agency further agrees to complete all utility connections within the Project right-of-way and easements prior to the paving stage of the Construction phase.

The Agency shall be eligible for reimbursement of Project utility relocation costs only as provided in 23 CFR § 645.107. In the event that the Department has determined that the Project includes participating utility relocation costs, such costs shall be shown in Exhibit A.

The Agency shall coordinate all utility relocations in accordance with the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website).

If the Agency also owns any utility to be relocated as part of the Project, then the following additional conditions shall apply with regard to the Agency's coordination efforts for said locally owned utility:

- a. The Agency shall submit to the Department a Local Agency Owned Utility Relocation Form ("Utility Relocation Form"), which shall include the estimate of cost for the utility relocation and shall indicate the Agency's selected method of performing the relocation work in accordance with 23 CFR § 645.115. The Agency and the Department agree that said Utility Relocation Form, once signed by an authorized signatory of the Agency and by an authorized signatory of the Agency-owned utility and approved by the Department, shall be incorporated into this Agreement as the next Exhibit. The Agency shall perform its utility relocation in accordance with said Utility Relocation Form.
  - (1) Whenever the Agency elects to perform the relocation work by award of a contract, it shall submit the same to the Department for prior approval. The Department may not be required to reimburse the Agency for its obligation under any contract that has not received the advance written approval of the Department. Federal Highway Administration ("FHWA") Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
  - (2) The Agency agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of its utility facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that may otherwise be required by law.
  - (3) Neither the Agency nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the utility relocation work to be performed under a contract to be awarded by the Agency. The Agency further agrees that no employee, officer, or agent of the Agency, nor of any affiliate or subsidiary thereof, shall participate in the selection or in the award or administration of a contract for the performance of any part of the utility relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Utility's relocation work for this Project. Neither the Agency nor any affiliate, subsidiary, employee, officer, or agent thereof shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
  - (4) The Agency agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for the purpose of the utility relocation, and the estimated cost thereof shall be included in the estimate to be provided with the Utility Relocation Form.
  - (5) After submission and approval of the Utility Relocation Form, the Agency must request in writing and receive the Department's written approval prior to any

revision in the estimate of cost, schedule of work or plan, or method of performing the work. Failure to do so may result in the loss of any Department participation in the cost of relocation. The Department agrees to cooperate with the Agency to resolve, if possible, any objections that Department may have to such requested changes.

- b. The Agency shall be responsible for ensuring that all applicable conditions of the Department's Guidebook for Utility Relocation are met with regard to its utility relocation. This includes, but is not limited to, the Agency's responsibility to inspect the utility relocation work and perform in accordance with the procedures and forms required by Department Circular Letter 105-07.04, as may be amended from time to time.
- c. To the extent that facilities are being located within State highway right-of-way, the Agency agrees to comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR Subpart 645B. The Agency acknowledges possession of each.
- d. The Agency agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference. The Agency acknowledges possession of 23 CFR Subpart 645A.
- e. The Agency agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.35 through §180.365 which are incorporated herein by reference. The Agency acknowledges possession of 2 CFR Part 180 and the requirements of Form FHWA-1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- f. The Agency shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Agency further agrees that it has acquired or will acquire these rights-of-way at no cost to the Department. The Department may be liable to reimburse the Agency for the replacement of its previously owned private utility rights-of-way as may be provided in the Utility Relocation Form. The Agency shall cause to be transferred to the Department that portion of its previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for State highway purposes.
- g. The Agency agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Agency agrees that all products used in its utility relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the utility relocation work are manufactured.
- h. The Agency shall coordinate as needed with the Department Region Utilities Office for the region where the Project is located to ensure timely relocation of the Agency's utility facilities.
- i. In the event that the Project also includes participating utility relocation costs for relocation of the Agency's locally owned utility, the following additional conditions shall apply:
  - (1) The Agency will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by the Department, and the Agency will develop the utility engineering costs in accordance with the current provisions of 23 CFR § 645.117. The Utility may

perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for submission of the Form. Costs incurred for preliminary engineering are eligible for reimbursement as long as they were incurred after the Agency receives Notice to Proceed with the Right-of-Way phase. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after the Agency receives Notice to Proceed with the Right-of-Way phase.

- (2) The Department agrees that it will reimburse the Agency the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Department.
- (3) Invoices for utility relocation shall be submitted to the Department as provided in the Department's Guidebook for Utility Relocation.
- (4) The Department shall reimburse the Agency for such direct and indirect costs as are eligible and allowable under the current provisions of 23 CFR Subpart 645A. The Department shall reimburse the Agency for the participating costs of relocating its utility facilities in accordance with the approved plan subject to the provisions of this Subsection A.7.i. and as otherwise provided in this Agreement.
- (5) The Agency shall develop and record relocation costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (6) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (7) The invoice(s) shall include a Buy America certification attesting that all products used in the utility relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in Subsection A.7.g. of this Agreement.
- (8) Any costs billed by the Utility that cannot be verified by the Department will not be reimbursed.

A.8. Railroad. In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

A.9. Construction. Any activities initiated for the Construction phase prior receiving a Notice to Proceed from the Department will not be reimbursed.

If during Construction, the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices (MUTCD).

The following conditions shall apply regarding the Construction phase:

- a. Except as otherwise authorized in writing by the Department, the Agency shall not execute a contract with a contractor for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause to render the Agency ineligible for reimbursement for all work performed on the Project.



- b. Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
  - c. The Agency agrees to correct any damage or disturbance caused by its work within the State highway right-of-way, including but not limited to the replacement of any access control fence removed or damaged by the Agency, or its contractor or agent, during the Construction phase of the Project.
  - d. If the Project includes the use of or modification to State highway right-of-way, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
  - e. Davis-Bacon prevailing wage guidelines shall apply to the Agency's contract with its contractor as detailed in Form FHWA-1273, and the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874 also shall apply to the Agency's contract with its contractor.
  - f. The Agency shall ensure that its contractor and any subcontractor(s) comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
  - g. The Agency agrees that the applicable provisions of 41 CFR 60-1.4 regarding equal opportunity shall apply to the Agency's contract with its contractor.
  - h. All contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Federal law provides that no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Therefore, in accordance with TDOT policy, as expressed in TDOT Standard Specifications §102.11 and as approved by the Federal Highway Administration, all prime contractors shall be licensed with the State of Tennessee, Department of Commerce and Insurance, Board for Licensing Contractors (BLC), upon award of the contract. A proposal submitted by a contractor that is otherwise prequalified and in good standing shall not be rejected as non-responsive solely because the contractor is not licensed by the BLC at the time of submitting the proposal. If otherwise responsive, the proposal will be considered for award for twenty-one (21) days after the proposals are opened. If the contractor does not have a license with the BLC on or before the end of the twenty-one (21) days after the proposals are opened, the contractor's proposal will be rejected as non-responsive, and the proposal of the next lowest responsible bidder may then be considered for award. If the next lowest responsible bidder does not have a license on or before the twenty-one (21) days after the proposals are opened, this contractor will also be considered non-responsive, and the subsequent bidder may then be considered. The Department reserves the right to reject all bids at any time.
- A.10. Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are the funds shown as "TDES" in Exhibit A. TDES costs are not funds available to the Agency for expenditure or reimbursement.

**B. TERM OF CONTRACT:**

**B.1. Term:**

- a. The initial term of this Agreement shall begin on **October 1, 2020** and shall terminate on **September 30, 2023** (3 years from start) ["Initial Term"]. The Agency must provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term.

Failure to provide provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term shall result in termination of this Agreement and the Project.

- b. If the Agency provides the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term listed in Subsection B.1.a., then this agreement shall not terminate on the date listed in Subsection B.1.a., but instead shall automatically renew, continuing in full force and effect until September 30, 2025 (5 years from start). Such renewal will be confirmed in writing by the Department.
  - c. Any other extension of the term of this Agreement beyond the renewal described in Subsection b. above must be effected through a fully executed contract amendment prior to expiration of the Agreement.
- B.2. Expiration of this Agreement may be considered termination of the Project. The cost of any work performed after the expiration of the Agreement will not be reimbursed by the Department. The Department shall have no obligation to the Agency for fulfillment of the Scope outside the term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Agreement exceed the total Department share specified in Exhibit A ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The amounts allotted for each phase of the Project in Exhibit A are estimates only and may fluctuate without amendment to this Agreement so long as it does not result in an increase in the Maximum Liability.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs for eligible and appropriate Project expenditures, as detailed in the Department's Local Government Guidelines, with Federal and/or State funds made available and anticipated to become available to the Agency based upon Exhibit A, not to exceed the Maximum Liability established in Exhibit A. Upon progress toward the completion of the Project as described in Section A, the Agency shall submit invoices prior to any reimbursement of allowable costs, as detailed in Section C.5. below.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging expenses for Agency employees. Reimbursement for travel, meals, or lodging for Agency consultants or contractors shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the funding for said reimbursement as shown in Exhibit A.
- C.5. Invoice Requirements. The Agency shall invoice the Department at least quarterly, but no more often than monthly, with all necessary supporting documentation, and submit such invoice by email to:

[LPD.Invoices@tn.gov](mailto:LPD.Invoices@tn.gov)

- a. Each invoice shall be submitted on the Local Programs Development Office standard invoice form (copy available from the Local Programs Development Office or on the Department's website).
- b. The Agency understands and agrees to all of the following.

- (1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to all provisions of this Agreement relating to allowable reimbursements.
- (2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Disbursement Reconciliation and Close Out. The Agency shall submit any final invoice within one hundred twenty (120) days of the Agreement end date, in form and substance acceptable to the Department. The Project should then be closed out no later than one year after Department's receipt and acceptance of the final invoice.

- a. If total disbursements by the Department pursuant to this Agreement exceed the amounts permitted by Section C, payment terms and conditions of this Agreement, the Agency shall refund the difference to the Department. The Agency shall submit the refund with the final invoice.
- b. The Department shall not be responsible for the payment of any invoice submitted to the Department after the final invoice. The Department will not deem any Agency costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department, and such invoices will NOT be paid.
- c. The Agency must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost. In no event shall any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default by the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- a. The Agency has made misrepresentation of a material nature in its application for the Project, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

- b. There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;
  - c. The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without first having been advised by the Department that same are approved;
  - d. There has been any violation of the conflict of interest provisions described in Paragraph D.6.; or
  - e. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- C.8. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.
- Only those Project costs incurred after the issuance of the Notice to Proceed for the respective phase, as detailed in this Agreement and in the Department's Local Government Guidelines, are eligible for reimbursement. For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- The Agency agrees to pay all costs of any part of this Project which are not eligible for federal and/or state funding. These funds shall be provided upon written request either by check or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.
- C.9. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Agreement or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.
- C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Agreement until the Agency has completed, signed, and returned to the Department the provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Agency's Federal Employer Identification Number referenced in the Agency's Edison registration information.
- C.11. Reimbursements to Reflect Match/Share. Reimbursements to Agency shall reflect the percentage of Agency Match/Share detailed in Exhibit A. Reimbursements are subject to the other provisions of this Agreement, including but not limited to the Maximum Liability and Exhibit A, and also are subject to the applicable Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- C.12. Agency Deposit. In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Agreement and, depending upon the specifics of the Agreement as amended, any additional officials required by Tennessee laws and regulations. Should the Agency desire to request an amendment, the Agency shall make the request in writing to the Department no later than thirty (30) days before the requested effective date of the amendment.
- D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any work that has not been performed. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Agreement, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency, including but not limited to repayment of any reimbursement funds previously paid to the Agency under this Agreement.
- The Agency understands and agrees that if FHWA determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- If the Project herein described lies on the State highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.
- D.5. Subcontracting. The Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Title VI, Civil Rights Act of 1964," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Agreement 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 Agency in connection with any work contemplated or performed relative to this Agreement.

The Agency further warrants that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.7. Lobbying. The Agency certifies, to the best of its knowledge and belief, that:

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

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

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

The Department:

Contact: Neil Hansen  
Title: Transportation Manager 1  
Address: 505 Deaderick Street, Ste. 600  
Nashville, TN 37243  
Email: neil.hansen@tn.gov  
Telephone # 615-741-4850

The Agency:

Contact: Cling Biggers  
Title: Public Works Director  
Email: cbiggers@ashlandcitytn.gov  
Telephone # 615-792-7553

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

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

- D.9. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Agency. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Title VI, Civil Rights Act of 1964. During the performance of this contract, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "Agency") agrees as follows:
- a. Compliance with Regulations: The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix C, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The Agency, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
  - d. Information and Reports: The Agency shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department and shall set forth what efforts it has made to obtain the information.



- e. **Sanctions for Noncompliance:** In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
- (1) withholding of payments to the Agency under this Agreement until the Agency complies, and/or
  - (2) cancellation, termination, or suspension of this Agreement in whole or in part.
- f. **Incorporation of Provisions:** The Agency shall include the provisions of subparagraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department or other parties participating in the funding of this agreement may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such directions, the Agency may request the Department to enter into such litigation to protect the interests of the Department, and, in addition and as appropriate, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- D.12. **Licensure.** The Agency, its employees, and any approved contractor or subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. See also the requirements of Subsection A.9.i. regarding contractor licensure.
- D.13. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The aforesaid requirements to make records available to the Department, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives shall be a continuing obligation of the Agency and shall survive a termination of this Grant Contract.



- D.14. Monitoring. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.16. Audit Report. The Agency shall be audited in accordance with Tenn. Code Ann. § 4-3-301, Tenn. Code Ann. § 6-56-105, or other applicable law. In the event that the Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Agency shall be competitive where practicable. For any procurement for which reimbursement is paid under this Agreement, the Agency shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If federal funds are funding the Project, the Agency shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy pursuant to authority found in Tenn. Cod Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

- D.18. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.19. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.20. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement.
- D.21. Liability for Third Party Claims and Damages. The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

In the event that the Department is sued for damages arising from acts, omissions, or negligence by the Agency or its employees, the Agency shall cooperate in the Department's defense. TDOT shall give the Agency written notice of any such claim or suit, and the Agency shall have full right and obligation to conduct the Agency's own defense thereof. Nothing contained herein shall be deemed to accord to the Agency, through its attorney(s), the right to represent the Department in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- D.22. Force Majeure. The obligations of the parties to this Agreement 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.23. State and Federal Compliance. The Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement. If federal funds are funding the Project, the requirements of 2 CFR Part 200 shall apply.
- D.24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement.

The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq., and all other applicable laws.

- D.25. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.26. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.28. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Agency certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**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 Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.

E.2. Debarment and Suspension. **By signing and submitting this Agreement, the Agency is providing the certification set forth in this Paragraph.**

a. Instructions for Certification – Primary Covered Transactions:

- (1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- (3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- (5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E.3. Department Debarment and Suspension. In accordance with the Tennessee Department of Transportation rules governing Contractor Debarment and Suspension, Chapter 1680-05-01, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

- E.4. 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 Agency by the Department or acquired by the Agency on behalf of the Department that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Agency due to intentional or negligent actions or inactions of agents of the Department or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Agency shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Agency is responsible for providing all requested information to the Department for FFATA reporting purposes upon request.

The Agency will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Agency's failure to comply with the above requirements is a material breach of this Agreement for which the Department may terminate this Agreement for cause. The Department will not be obligated to pay any outstanding invoice received from the Agency unless and until the Agency is in full compliance with the above requirements.

- E.6. Disclosure of Personally Identifiable Information. The Agency shall report to the Department any instances of unauthorized disclosure of personally identifiable information related to this Agreement that come to the attention of the Agency. Any such report shall be made by the Agency within twenty-four (24) hours after the instance has come to the attention of the Agency. The Agency, at the sole discretion of the Department, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Agency shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the Department under this Agreement or otherwise available at law.

- E.7. State and/or Federal Funding. Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 CFR 1.9(a)). If FHWA and/or the Department determines that any amount claimed is not eligible, Federal and/or State participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal and/or State participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal and/or State funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

If the Agency fails to comply with Federal statutes, regulations or the terms and conditions this Agreement, the Department may impose additional conditions as described in 2 CFR § 200.207 Specific conditions. If the Department determines that noncompliance cannot be remedied by

imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department.
  - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the Agreement.
  - d. Withhold further Federal awards for the project or program.
  - e. Take other remedies that may be legally available.
- E.8. Federal Awarding Agency. Federal funds provided hereunder are provided by the FHWA, unless otherwise indicated. FHWA awarding official contact information is set out below:
- Federal Highway Administration  
Tennessee Division Office  
404 BNA Drive  
Building 200, Suite 508  
Nashville, TN 37217  
Phone: (615) 781-5770  
Fax: (615) 781-5773
- E.9. No Retainage Allowed. The Agency may not withhold retainage on progress payments from the prime contractor, the prime contractor may not withhold retainage from its subcontractors, and no subcontractor may withhold retainage from any of its subcontractors.
- E.10. Inspection. The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- E.11. No Third-Party Beneficiary Rights. No provision in this Agreement is intended to or shall be construed to create any rights with respect to the subject matter of this Agreement in any third party.
- E.12. Participation in Real Property Acquisition. The State and/or Federal reimbursement for the acquisition of real property is outlined in Exhibit A, attached and incorporated herein to this Agreement.

Pursuant to 23 U.S.C. § 156, the Agency shall charge, at a minimum, fair market value for the sale, use, lease, or lease renewal (other than for utility use and occupancy or for a transportation project eligible for assistance under this title) of real property acquired in the name of Agency with Federal assistance made available from the Highway Trust Fund (other than the Mass Transit Account). Pursuant to 23 CFR §710.403, property disposal actions and right-of-way use agreements, including leasing actions, are subject to 23 CFR part 771. The Agency shall not use or allow the use of any such real property for any use other than that originally described in this Agreement without the prior written approval of the Department and FHWA. The Federal share of net income



from the use or disposal of real property interests obtained with Title 23 funds shall be used by the Agency for activities eligible for funding under Title 23.

- E.13. Work Products. The Department shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the “Work Products”), including but not limited to, documents, methodologies, models, templates, drawings, designs, and plans created, designed, developed, derived, documented, installed, or delivered under this Agreement subject to the terms and conditions of this Section and full and final payment for each “Work Product.” The Department and FHWA shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.14. Agency Signatory. The Agency hereby certifies that the individual executing this Agreement on behalf of the Agency possesses the necessary signatory authority to legally bind the Agency.
- E.15. Investment of Public Funds. The facility on or structure for which this Project is being developed shall remain open to the public and to vehicular, bicycle and pedestrian traffic, as applicable, for a sufficient time after completion of the Project and close-out by FHWA to recoup the public investment therein, for at least the minimum length of time as shown below:

<u>State/Federal Investment</u>	=	<u>Facility to Remain Open</u>
\$1.00 - \$200,000	=	At least 5 Years
>\$200,000 - \$500,000	=	At least 10 Years
>\$500,000 - \$1,000,000	=	At least 20 Years

Projects over \$1,000,000 must remain open to public and to vehicular, bicycle and pedestrian traffic as applicable, for a minimum of 25 years after completion of the Project and close-out by FHWA and will be subject to individual review by the Department.

If this Project involves construction other than linear highway construction, the terms of this paragraph shall apply to the extent that the Project shall remain open to the public for the amount of time shown.

- E.16. Americans with Disabilities Act of 1990 (ADA). The Agency shall comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published July 26, 2011 (“PROWAG 2011”).
- E.17. Maintenance. The Agency shall have the sole responsibility at its own expense of maintaining the entire Project. The State shall have no maintenance obligation for the Project.
- The Agency shall comply with all federal, state, and local laws, ordinances, and regulations applicable to its ongoing use and maintenance of the completed Project.
- E.18. Disadvantaged Business Enterprise (DBE) Policy and Obligation. Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, the Agency and its contractors shall take all necessary and reasonable steps, in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color,

national origin or sex in the award and performance of agreements entered into pursuant to this Agreement.

- E.19. General Compliance with Law. The Agency shall observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the Department as a result of said breach.

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law; provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency so that the Agency may proceed as soon as possible with the Project.

- E.20. Equal Employment Opportunity. In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Agency shall insert the above provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

- E.21. Certification Regarding Third Party Contracts. The Agency certifies by its signature hereunder that:
- a. Agency has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
  - b. Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
  - c. Agency will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
  - d. Agency agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

- E.22. Completion of Project and Repayment of Funds. If the Agency elects not to complete the Project, then the Agency shall notify the Department in writing within thirty (30) days after having made such



determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for TDES costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

---

**STEVE ALLEN, MAYOR**

**DATE**

**APPROVED AS TO FORM AND LEGALITY:**

---

**JENNIFER NOE, TOWN ATTORNEY**

**DATE**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY:**

---

**JOHN H. REINBOLD, GENERAL COUNSEL**

**DATE**

---

---

## EXHIBIT "A"

---

**AGREEMENT NUMBER:** 200026  
**PROJECT IDENTIFICATION NUMBER:** 130039.00  
**FEDERAL PROJECT NUMBER:** STP-M/TAP-9327(11)  
**STATE PROJECT NUMBER:** 11LPLM-F3-021

---

**PROJECT DESCRIPTION:** Design and construction of an asphalt trail along N. Main Street beginning at the Cumberland River Bicentennial Trail on Chapmansboro Road to a trailhead at SR-455 (Tennessee Waltz Parkway. The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

---

**PROJECT TERMINI:** Greenway from Chapmansboro Road to SR-455 (Tennessee Waltz Pkwy)

---

**CHANGE IN COST:** In event this project is within a Metropolitan Planning Organization, costs hereunder are controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

---

**TYPE OF WORK:**

---

PHASE	FUNDING SOURCE	FEDERAL %	STATE %	LOCAL %	ESTIMATED COST
NEPA	L-STBG	80	0	20	\$50,594.00
DESIGN	L-STBG	80	0	20	\$85,386.00
ROW	L-STBG	80	0	20	\$1,000.00
UTILITIES	L-STBG	80	0	20	\$1,500.00
CONSTRUCTION	TAP	80	0	20	\$813,200.00
CEI	L-STBG	80	0	20	\$45,422.50
TDES(NOT REIMBURSABLE)	L-STBG	80	0	20	\$5,000.00

---

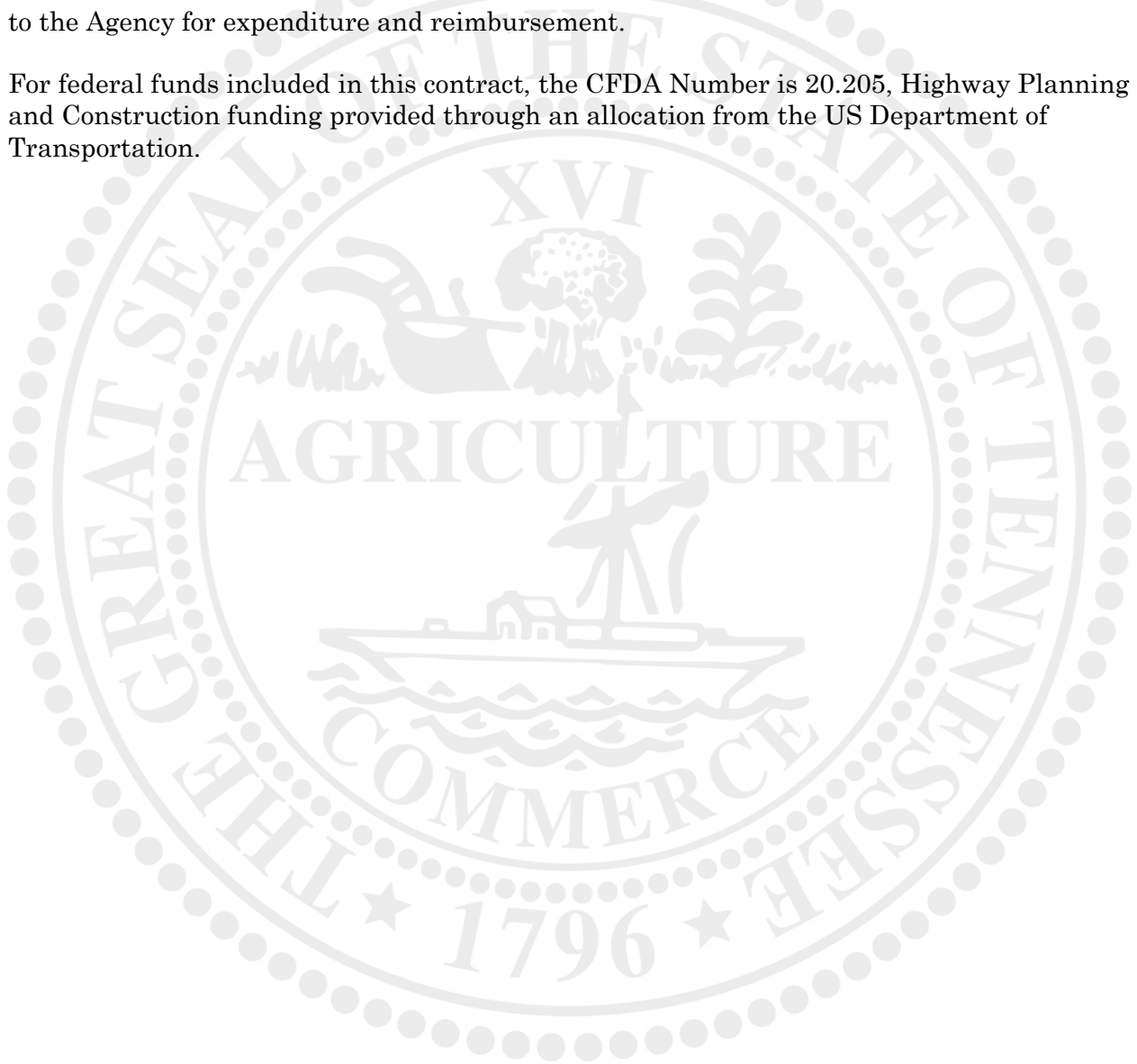
**LIABILITY:** The Agency understands the estimated cost of the project is \$1,002,102.50, and the maximum liability of the Department being \$801,682.00. The maximum liability of the Department does not include the TDES estimated cost as noted above. Any additional costs incurred above the maximum liability shall be the responsibility of the Agency.

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY:** FAST Act § 1109; 23 U.S.C. 133(h)

**NOTE:** Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in “TDES” above. These funds are not available to the Agency for expenditure and reimbursement.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN  
BLUECROSS BLUESHIELD OF TENNESSEE, INC.  
AND  
TOWN OF ASHLAND CITY**

This Administrative Services Agreement, including all Attachments hereto ("Agreement"), is entered into by and between Town of Ashland City ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross") for administration of Employer's Health Reimbursement Arrangement ("HRA"), and is effective as stated in Article IV of this Agreement. Employer and BlueCross are collectively referred to in this Agreement as the "Parties."

Employer has established a plan to reimburse eligible Employees of the Employer for certain eligible health care expenses incurred ("HRA Plan"). The eligible Employees and their eligible Dependents are collectively referred to as "Members" in this Agreement, and that term is further defined in the Employer's health benefit plan ("Plan"). The HRA Plan and the Plan are component parts of a single medical welfare benefit sponsored by the Employer. BlueCross administers the HRA Plan as a component of the medical Plan. Eligible Employees who enroll in the Employer's health benefit plan are referred to as "Subscribers." "Members" and "Subscribers" are further defined in the Employer's HRA Summary Plan Description ("SPD").

This Agreement outlines the rights and responsibilities of the Parties related to the administration of HRA Plan. In consideration of the Parties' mutual promises, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I – RESPONSIBILITIES OF THE PARTIES**

- 1.1 BlueCross. BlueCross is responsible for providing ministerial administrative services in accordance with the terms of the HRA Plan, and other duties specifically assumed by it pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to HRA funding or reimbursements. BlueCross will use its reasonable business judgment in performing its duties under this Agreement, and will administer the benefits under the HRA Plan in accordance with BlueCross' customary administrative standards and practices. BlueCross shall perform its duties in accordance with the terms of this Agreement and generally accepted standards applicable to claims administration, including other plans licensed by the BlueCross BlueShield Association ("Association"). BlueCross may designate a third party vendor to perform any of its duties; however, such designation shall not release BlueCross from its obligations pursuant to this Agreement.
- 1.2 Employer. Employer is responsible for providing BlueCross with any changes to the SPD, and the necessary information to determine Employee and Dependent eligibility under the health benefit plan and the HRA Plan, and other duties and services as described elsewhere in this Agreement. Employer shall fund all Eligible Medical Expenses, and shall pay BlueCross an administrative services fee for providing its services under this Agreement. Employer may designate a third party to perform any of its duties under this Agreement; however, such designation shall not release Employer from its obligations pursuant to this Agreement. Any reference to "Employer" in this Agreement shall also include third party(ies) designated by Employer to perform any of its duties or obligations under this Agreement.

- 1.3 Fiduciary Responsibility. Employer is solely responsible for the fiduciary responsibilities of administering its health benefit plans and the HRA and maintaining adequate funding to support these plans. Employer is also responsible for, among other things, preparing and providing its covered employees with copies of SPDs describing its HRA Plan and, as applicable, with copies of summaries of material modifications. Although Employer's health benefit plan is not subject to ERISA, Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of its health benefit plans, as that term is defined in ERISA. The "Plan Administrator," as that term is defined in ERISA, is Employer.
- 1.4 Confidentiality. The Parties acknowledge that this Agreement and information provided to the other Party that is identified as confidential information, including, but not limited to, reimbursement information, group membership lists, marketing information and information obtained from and/or about the Association and its programs ("Confidential Information"); shall be treated as confidential, proprietary or trade secret information. A Party may release Confidential Information to providers or its affiliates, or their respective directors, partners, officers, employees, advisors and other representatives ("Representatives") who: have a need to know such Confidential Information, for purposes of their participation in or oversight of matters within the scope of this Agreement; and are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. Each Party shall advise its Representatives of their obligation to maintain the confidentiality of such information. Each Party is responsible if its Representative breaches this section. Neither Party shall otherwise release nor disclose such Confidential Information to third parties without the other Party's prior written consent, except as required by law. This paragraph shall survive the termination of this Agreement.

Notwithstanding anything herein to the contrary, the following shall not constitute Confidential Information for the purposes of this Agreement: (a) Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a Party or its Representatives; (b) Confidential Information that was available to the Parties on a non-confidential basis prior to its disclosure by a Party or its Representatives; or (c) Confidential Information that becomes available to the Parties on a non-confidential basis from a third party, provided that third party is not known to be subject to any prohibition against transmitting that information.

The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

## ARTICLE II - DEFINITIONS

All capitalized, defined terms in this ASA shall have the meanings specified in the various Articles in which they appear, or as defined in the HRA SPD.

## ARTICLE III – PAYMENT OF ADMINISTRATIVE SERVICES FEES AND FUNDING OF HRA CLAIMS

- 3.1 Administrative Services Fees in General. The Employer shall pay the invoiced amount for BlueCross' administrative services fees. Such payments shall be made within Thirty (30) days of the Due Date specified on the invoice or bill from BlueCross.
- 3.1.1 The initial administrative services fee shall be due and payable on the effective date of this Agreement. The administrative services fee is due on the date reflected on the invoice each month thereafter.

- 3.1.2 The administrative services fee will be determined on a month-by-month basis based on enrollment. The process that BlueCross will follow to determine each monthly administrative services fee total is set out below.
- 3.1.3 Changes in Administrative Services Fee. The administrative services fee shall remain in effect for the period stated in Article IV, subject to the exceptions stated in the following subparagraphs.
  - 3.1.3.1 BlueCross may increase the administrative services fee to cover reasonably anticipated increased costs resulting from changes in the HRA, legislation or regulation, with the increase to become effective on the date such changes are effective.
  - 3.1.3.2 In the event of the termination of a subsidiary, operation or class of employees covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such termination.
  - 3.1.3.3 In the event of the addition of a subsidiary, operation or class of employees not previously covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such addition.
  - 3.1.3.4 In the event the number of employees covered under this Agreement fluctuates more than Ten (10%) percent, BlueCross may revise the administrative services fee on the first day of any month following the change upon giving Employer at least Thirty (30) days advance written notice.
- 3.1.4 Administrative Services Fee. Employer shall pay to BlueCross the following administrative services fee during the Term of this Agreement:

\$4.00 per month per Subscriber, as that term is defined in the Plan.

The above charges and/or expenses shall be computed separately with respect to each Agreement Year, and no amounts shall be carried forward with respect to any Agreement Year. Employer shall pay the administrative services fee for all Subscribers enrolled in the HRA or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the appropriate administrative services fee for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. If a Subscriber becomes enrolled in the HRA after the Fifteenth (15th) of any month, there shall not be a partial administrative services fee for that month; Employer will pay an administrative services fee for that Subscriber for the first full month of participation in the HRA. Similarly, if a Subscriber terminates coverage under the Plan on or before the Fifteenth (15th) of any month, BlueCross will credit Employer for the administrative charge for that Subscriber for that entire month. That credit will appear on Employer's administrative services fee invoice within Sixty (60) days of termination of that Subscriber's coverage. However, Employer will pay a full month's administrative services fee for any Subscriber that terminates participation in the HRA on or after the Fifteenth (15th) of any month, and a full month's administrative services fee for any Subscriber that enrolls on or before the Fifteenth (15th) of any month.

- 3.1.4.1 Included in the administrative services fee is the cost of certain reports, as listed below:
  - HRA Monthly Summary Report

HRA Weekly Claims Billing Invoice  
HRA Weekly Claims Billing Summary  
HRA Weekly Claims Billing Detail

3.1.5 Funding Timing Methodology for Administrative Services Fee. BlueCross will adhere to the following schedule in notifying Employer of the funds necessary to pay the administrative services fee:

On the Twentieth (20th) day of each month, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross' administrative services fees for the following calendar month, and funds necessary to complete any adjustments to claims, fixed, previously agreed-upon charges, previous administrative services fees and any due late fees. The Employer will remit the amount specified by BlueCross within Thirty (30) days of the first of each month ("Due Date"). If the full amount specified by BlueCross pursuant to this paragraph is not received by BlueCross within that time period, BlueCross may immediately suspend adjudication of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross. If BlueCross elects to not suspend claim adjudication on behalf of the Employer, the Employer shall pay a late payment penalty of One (1%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2 Claims Funding Methodology. The Employer shall pay the invoiced amount for claims processed and approved for payment by BlueCross in accordance with this Agreement. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearing House Authorization Agreement ("ACH"), and is attached by reference to this Agreement. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of the Employer's obligations pursuant to this Agreement. Employer's assets are the only source of payment of claims or any other benefit provided by the HRA Plan.

3.2.1 Claims Funding Methodology. On a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that will be needed to fund claims for the preceding week. BlueCross shall simultaneously initiate the debit for claims to be paid. The debit will clear the Employer's account the following business day. BlueCross adjudicates claims in accordance with its internal administrative procedures.

3.2.1.1 If the full amount specified by BlueCross pursuant to this paragraph is not available to BlueCross within that time period, BlueCross may immediately suspend payment of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross.

3.2.1.2 If BlueCross elects not to suspend claim payments on behalf of the Employer, the Employer shall pay a late payment penalty of One and half (1½%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2.1.3 If a partial amount is available, BlueCross may elect to utilize those funds to pay claims until full payment is made by Employer. BlueCross has full

discretion to determine which claims will be paid with these partial funds, and may or may not exercise that discretion.

3.2.1.4 BlueCross shall provide Employer with a list of claims paid on behalf of the Employer, within Thirty (30) calendar days following the end of each month during which this Agreement remains in effect.

3.2.1.5 Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer’s debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by the Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to the Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.

3.3 Additional Administration Charge. In addition to the monthly administrative services fee, the cost of the service outlined below will be billed as a direct cost to the Employer.

3.3.1 BlueCross will collect the following recoveries for Employer.

3.3.1.1 Subrogation recoveries. BlueCross will enforce Employer’s subrogation rights; as consideration for this service, it will receive a fee of Fifteen (15%) percent the recovery from each subrogation case. Employer will be responsible for:

- Any outside attorneys’ fees incurred in enforcing the Plan’s subrogation rights; and
- Other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs, discovery expenses and expert witness fees. BlueCross will obtain Employer’s approval before incurring any expert witness fees or expenses. Employer will advance said expenses if required in the preparation of its case(s) for trial.

Once a subrogation case has been finalized, and BlueCross has received the money, it will deduct its fee, the attorneys’ fee (if any) and any other litigation expenses from the recovery. The remaining amount is the net recovery, and the net recovery will be credited on Employer’s next claims invoice.

**ARTICLE IV - TERM AND TERMINATION**

4.1 Term. This Agreement becomes effective at 12:01 A.M. July 1, 2020 ("Effective Date") and shall remain in effect until the earliest of the following events:

4.1.1 Until June 30, 2021, unless the Employer and BlueCross agree to extend the term prior to June 30, 2021;

4.1.1.1 After the initial term of this Agreement, either Party may give the other Party Sixty (60) days advance written notice of its intent to terminate this Agreement.

4.1.2 Any other date mutually agreed upon by the Parties; or



- 4.1.3 Any of the events specified in Section 4.2.
- 4.2 Termination by BlueCross. Notwithstanding the provisions of Section 4.1 above, this Agreement will automatically terminate upon the occurrence of any of the following events, as determined by BlueCross:
- 4.2.1 The Employer's failure to provide adequate funds, as set forth in Article III, as necessary for the reimbursement of Eligible Medical Expenses pursuant to the HRA;
- 4.2.2 The Employer's failure to pay any administrative services fees or late payment penalty;
- 4.2.3 The Employer ceases to maintain the health benefits plan or the HRA;
- 4.2.4 At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately fund the HRA, and the Employer has failed to immediately provide adequate assurances of such ability to BlueCross; or
- 4.2.5 At any time the Employer otherwise materially breaches this Agreement, after the procedures in Section 4.6 have been followed.
- 4.3 Termination for Invalid Use of Information. Employer will use any information BlueCross makes available solely for the purpose of administering the Employer's HRA Plan under this Agreement and in accordance with applicable law. Employer agrees to hold BlueCross harmless for any claim, action or loss that may arise at any time in the future out of Employer's unauthorized or unlawful use of any such information. Furthermore, if the Employer uses the information for another purpose, BlueCross will consider that action a material breach. This Agreement will then be subject to immediate termination.
- 4.4 BlueCross' Right to Reinstate. BlueCross has the sole discretion to decide to reinstate this Agreement if it was terminated pursuant to Subsections 4.2 or 4.3. If BlueCross elects to reinstate this Agreement, Employer shall be responsible for reinstatement fees that may apply.
- 4.5 Termination by Employer. Notwithstanding the provisions of Section 4.1 above, the Employer may terminate this Agreement immediately if the following occurs:
- 4.5.1 If BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State; or
- 4.5.2 At any time BlueCross materially breaches its duties under this Agreement, after the procedures in Section 4.6 have been followed.
- 4.6 Material Breach Defined. A material breach is the failure by one Party ("breaching Party") to perform or carry out a function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other Party ("non-breaching Party"). If the non-breaching Party determines that a material breach has occurred, it must notify the breaching Party in writing of the breach as soon as it is practicable to so notify, and must allow the breaching Party Thirty (30) days to cure or correct the breach. If the breach is not cured or corrected in that Thirty (30) day period, the non-breaching Party may provide Thirty (30) days' notice of termination.
- 4.6.1 If either Party disputes a claimed material breach or that a material breach has been cured or corrected, it may immediately request dispute resolution, pursuant to the terms of this Agreement.
- 4.6.2 BlueCross' termination of this Agreement in accordance with Subsection 4.2.1, 4.2.2, and 4.2.3, shall not be subject to the notice provisions of this subsection, nor

entitle the Employer to submit the dispute for resolution pursuant to Article VI, below.

- 4.7 Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect if this Agreement is terminated, except as follows:
- 4.7.1 The Parties' rights and obligations intended to survive termination of this Agreement, including Section 1.4 of this Agreement, shall continue in effect notwithstanding its termination.
  - 4.7.2 Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the Parties arising out of transactions occurring prior to termination.
  - 4.7.3 The termination of this Agreement does not excuse the Employer from forwarding to BlueCross any and all fees, monies, or reimbursements accrued through the date of termination. If termination occurs retroactively, any and all fees, monies, or reimbursements accrued through the date that actual written notice of termination is received by BlueCross shall be payable to BlueCross by Employer.
- 4.8 Administration after Termination. The termination of this Agreement shall not relieve either Party from any obligations formed under this agreement. BlueCross shall process Run Out Claims that BlueCross receives within the 180 day period following the date of termination of this Agreement or within such other period that the Parties agreed to in writing ("Run Out Period"). "Run Out Claims" refer to those claims for HRA reimbursements for Eligible Medical Expenses incurred prior to, but received after, the date of termination of this Agreement. The date an Eligible Medical Expense is "incurred" is the date the particular service was rendered. There is no administrative fee for BlueCross to administer Run Out claims. BlueCross will not process any claims it receives after the end of the Run Out Period.
- Throughout the Run Out Period, Employer shall maintain its account in accordance with Article 3 of this Agreement.
- Employer shall pay Run Out Claims invoiced within 180 days following the end of the Run Out Period.
- 4.9 Upon termination of this Agreement, the Employer must pay charges for the cost of producing any report in advance of receiving the requested report. Among other things, this applies to post-termination audits, requests from replacement claims administrators, and requests from the Plan Administrator.

#### **ARTICLE V – LIABILITY AND INDEMNIFICATION**

- 5.1 BlueCross. BlueCross neither insures nor underwrites any of the Employer's obligations or liabilities under the HRA Plan. Employer will indemnify BlueCross for actions taken at the Employer's direction. BlueCross is responsible solely for its acts and for the acts of its agents and employees acting within the scope of their duties under this Agreement. The term "agents" includes, but is not limited to, third parties utilized by BlueCross to perform BlueCross' administrative duties under this Agreement. BlueCross is not responsible for any acts or omissions of any outside vendors associated with or contracted by the Employer.
- 5.1.1 BlueCross hereby agrees to indemnify and hold harmless the Employer, its directors, officers, employees and agents against any and all vicarious liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, actions or

decisions arising directly from a failure by BlueCross, or its employees or agents, to exercise the standard of care that is expected of a similarly situated administrator, with the same level of expertise, that is providing the services described herein, unless the cause of such liability was the result of the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents, or resulted from the direction given by Employer or its directors, officers, employees or agents in the administration of the Plan.

5.1.2 BlueCross' liability to Employer pursuant to Subsection 5.1.1 of this Agreement shall be limited to the value of the administrative services fees received by BlueCross prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross' liability, whichever is greater.

5.1.3 Notwithstanding the foregoing, BlueCross' duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of any non-employee providers who provide services to participants in Employer's HRA Plan.

5.2 Employer. Employer retains ultimate responsibility for making eligibility and benefit determinations in connection with the Plan, paying all claims for covered services and paying any other expenses related to or arising in connection with the Plan, except as have been expressly assumed by BlueCross pursuant to this Agreement. The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 et seq.

#### ARTICLE VI - DISPUTE RESOLUTION

6.1 Binding Arbitration. Any dispute related to this Agreement that the Parties are unable to resolve through informal discussion shall be resolved through binding arbitration or some other mutually acceptable dispute resolution procedure (e.g., mediation). The American Arbitration Association in Chattanooga, Tennessee, shall conduct such arbitration or mediation, unless the Parties mutually agree in writing upon some other dispute resolution agency or venue.

6.2 Award. The arbitrator shall be required to issue a written decision explaining the basis of the decision and the manner of calculating any award. The arbitrator may not award punitive or exemplary damages and must base the decision on the terms of this Agreement and applicable laws. The arbitrator's decision may be entered and enforced in any State or Federal court. That decision may only be vacated, modified or corrected for the reasons set forth in Section 10 or 11 of the United States Arbitration Act, if the award contains material errors of law or is arbitrary and capricious.

6.3 Final Nature of Arbitration. The award of the arbitrator shall be final, and not subject to appeal to any other authority. This does not preclude enforcement, as stated in Subsection 6.2.

#### ARTICLE VII – EMPLOYER'S DUTIES

7.1 Services. As long as this Agreement remains in effect, Employer shall:

7.1.1 Provide BlueCross with a current, detailed description of the HRA Plan and any changes in such HRA Plan;

7.1.2 Provide BlueCross with the necessary Subscriber and Member eligibility information to enable BlueCross to administer the HRA Plan; and

7.1.3 Perform other duties and services as described in this Agreement.

- 7.2 Notification Regarding Members. Employer shall notify BlueCross of the addition or deletion of Members to the HRA Plan as it does in its health benefit plan described below:
- 7.2.1 When a new Member should be added, Employer shall notify BlueCross within Thirty (30) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.
  - 7.2.2 When a Member should be terminated from coverage under the HRA Plan, Employer shall notify BlueCross within Thirty (30) days of the effective date of that Member's termination.
  - 7.2.3 If the HRA Plan covers domestic partners, Employer shall ensure the HRA Plan's compliance with all laws and regulations, including but not limited to, the IRS requirement regarding domestic partners. It is the Employer's sole responsibility to comply with these requirements and to ensure that the HRA Plan does not lose its tax exempt status due to any violations or failure to meet any legal requirements.
- 7.3 Annual Benefits Provided by the Employer. Employees and their Dependents shall be entitled to reimbursement for their documented, Eligible Medical Expenses incurred during the Benefit Period. The Employer sets the annual fixed amount in writing.
- 7.4 Final Authority. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the HRA Plan including, but not limited to, claims payment decisions, cost containment program decisions, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), compliance with reporting and remitting abandoned property funds if required by law, and compliance with any other state and federal laws or regulations applicable to the Employer or the administration of the HRA Plan.

If Employer uses the services of a third party to provide enrollment data and that third party's data does not match BlueCross' data, BlueCross' data will be used to determine the administrative services fee. BlueCross will work with Employer to resolve the discrepancy. If no agreement can be reached, BlueCross' records will control. Until the dispute is resolved, Employer must pay the administrative services fee as indicated, based on BlueCross' records.

Employer must submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to rely on Employer's instructions in performing its duties under this Agreement.

BlueCross will administer claims in accordance with the terms and conditions of this Agreement. A Member has the right to appeal any decision regarding or arising out of this Agreement, which is governed by the grievance process defined in the Plan.

- 7.5 Eligibility and Enrollment. As of the first day of the Term of this Agreement, the Employer will have delivered enrollment information regarding Members to BlueCross. The Employer shall deliver all Employee and Dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the Parties.
- 7.5.1 The Employer shall be responsible for providing each Subscriber with a copy of the SPD.

7.6 Financial Obligations.

- 7.6.1 Claims Funding. Employer is financially responsible for the funding of all Approved Claims, and is the Payor of benefits for Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services under the Plan.
- 7.6.2 Administrative Services Fees; Late Charges. Employer agrees to pay promptly all administrative services fees and/or other charges specified in this Agreement.

7.7 Taxes.

- 7.7.1 If at any time, during or after the term of this Agreement, BlueCross is required to pay any federal, state or local taxes based upon or measured by the amount of (i) fees paid or payable to BlueCross for services provided under this Agreement, or (ii) claims paid pursuant to this Agreement (collectively "Taxes") or is required to pay any penalties or interest assessed or accrued on any Taxes (collectively "Penalties"), Employer will pay BlueCross an additional amount equal to the Taxes and Penalties plus any Taxes and Penalties based upon or measured by the payment by Employer of these additional amounts.
- 7.7.2 Employer will pay these additional amounts to BlueCross within Thirty (30) days following mailing of written notice to Employer of the additional amounts due. Payments not received within the Thirty (30) day period are subject to the late payment charge described in Article III of this Agreement.
- 7.7.3 Employer will pay these additional amounts even if the validity of Taxes or Penalties has not been finally determined. If it is finally determined that such Taxes or Penalties were not valid, to the extent such Taxes and/or Penalties are refunded or otherwise returned to BlueCross by the appropriate federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross' regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Taxes or Penalties.
- 7.7.4 If Employer has paid BlueCross an additional amount equal to the Taxes but, as of the time of this payment, Penalties had not yet accrued or been assessed, Employer will not be required to pay any additional amount to BlueCross based upon or measured by subsequently accrued or assessed Penalties.

7.8 Use of Names and Service Marks. The Employer agrees to allow BlueCross to use the Employer's name and service mark on identification cards and other forms necessary to implement this Agreement, and to promote the Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use the Employer's name or service mark for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are the sole property of BlueCross and BlueCross retains the right to the use and control thereof. The Employer shall not use BlueCross' name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross and shall cease any such usage immediately upon written notice by BlueCross or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of the Association, whether presently existing or hereafter established, are the sole property of the Association and the Association retains the right to the use and control thereof. Employer shall not use the Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Association and shall cease any such usage immediately upon written notice by the Association or upon termination of this Agreement, whichever is sooner.

7.9 Audit of BlueCross. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BlueCross in administering its HRA Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BlueCross, unless Employer has a compelling reason, to be determined at the discretion of BlueCross, and needs such information to perform its duties in administering the HRA Plan. If Employer needs access to Confidential Information in order to perform such an audit of BlueCross, it shall be subject to Section 7.10 of this Agreement.

7.9.1 If Employer uses the services of a third party to perform all or any part of an audit, the Employer and that third party must both execute BlueCross' current Audit Agreement.

7.9.2 Employer may perform a simple audit of BlueCross once during the Calendar Year while this Agreement is in force without any charge by BlueCross. A "simple audit" is one that requires less than Fifty (50) person hours of work by BlueCross employees to assist in the audit. The Employer must negotiate the cost, parameters, etc. with BlueCross for an audit that does not fit this definition.

7.9.3 Should Employer contract with a third party to perform a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.) that may be found by the third party in its audit, BlueCross will cooperate with said third party in the conduct of such contingent fee audit. The Parties agree that BlueCross will incur costs in defending its claims adjudication. In consideration for this and BlueCross' cooperation with the auditor, Employer agrees that, in the event the auditor cannot specifically prove that certain claims were adjudicated incorrectly by BlueCross, Employer will reimburse BlueCross the lesser of:

7.9.3.1 Three (3%) percent of the claims the auditor cannot specifically prove were adjudicated incorrectly; or

7.9.3.2 BlueCross' costs to defend each claim that the auditor alleges were incorrectly adjudicated; or

7.9.3.3 A flat fee of \$1,500.00.

7.9.4 Employer's right to audit BlueCross without any additional charge terminates with the termination of this Agreement.

7.10 Access to Confidential Information. From time to time, representatives of Employer may need access to certain Confidential Information in order to perform its duties under the HRA Plan. Before BlueCross will release any Confidential Information regarding a Member covered under the Plan, BlueCross must receive from the Employer:

7.10.1 Authorization to release the Confidential Information to a specific representative; and

7.10.2 A statement that the representative must have such information in order to perform their job as it relates to the administration of the Plan.

Additionally, the representative must sign and return BlueCross' current Confidentiality Agreement to BlueCross before BlueCross is under any obligation to release any Confidential Information.

7.10.3 The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

### **ARTICLE VIII - BENEFITS UNDER HRA**

- 8.1 Annual Benefits Provided by the HRA Plan. Each Subscriber shall be entitled to reimbursement for his/her documented, Eligible Medical Expenses incurred during the Benefit Period in an amount not to exceed the amount specified in this Agreement and in accordance with the payment ordering rules, which determine whether benefits are paid under this Plan before or after some other plan or reimbursement arrangement.
- 8.2 Cost of Coverage. With the exception of coverage continuation situations, the Employer bears the entire expense of providing the benefits set out in Section 8.1.
- 8.3 Claims for Benefits. No benefit shall be paid unless a Member's claim for benefits has been submitted to BlueCross. BlueCross will pay the claim as soon as administratively feasible.

### **ARTICLE IX – BLUE CROSS' DUTIES**

- 9.1 Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the HRA Plan only as expressly stated in this Agreement and its Attachments and amendments. Employer and BlueCross agree that BlueCross' role under this Agreement is to provide administrative services in accordance with the terms of the HRA for Members that BlueCross does not assume any financial risk or obligation with respect to HRA Plan claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the HRA Plan's assets, if any, or discretionary authority over the HRA Plan.
- 9.2 Enrollment Forms. BlueCross shall enroll those individuals who have completed an enrollment form for the health plan, and are identified by the Employer as eligible for benefits under the HRA Plan on the effective date of the HRA Plan, and subsequently during the continuance of this Agreement. The Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.). BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold BlueCross harmless for inaccurate information provided by the Employer or the Employer's failure to provide such information in a timely manner.
  - 9.2.1 BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for enrollment and submission of any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.
  - 9.2.2 Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.
  - 9.2.3 Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems to reflect that change in the Member's coverage.
    - 9.2.3.1 If Employer notifies BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will credit Employer with any administrative services fees that were paid for that Member for that time period.

9.2.3.2 If Employer does not notify BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent Ninety (90) day period of administrative services fees that were paid by Employer for that Member's coverage.

9.2.4 BlueCross will provide its HRA SPD describing benefits provided under the HRA to Employer for it to distribute to Members.

9.3 Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims, in accordance with the terms of the HRA Plan's benefits. BlueCross shall only use funds furnished solely by Employer to process said claims. BlueCross will follow current industry practices and its internal claims processing procedures regarding adjudication of claims, including timeliness and accuracy of claims payments. For purposes of this Agreement, the term "claim(s)" is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the terms of the HRA Plan.

9.3.1 When necessary, BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.

9.3.2 BlueCross shall furnish each Member claiming benefits under the HRA Plan with an explanation of each claim that is paid, denied or rejected.

9.3.3 BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the grievance procedure defined in the SPD; however, the Employer shall retain final discretionary authority and responsibility for claims payment decisions.

9.3.4 If Employer notifies BlueCross of a Member's termination from coverage after the termination date, and claims for that Member were paid in the interim, BlueCross shall request reimbursement from providers on Employer's behalf. However, if the Employer does not notify BlueCross of a Member's termination from coverage for Ninety (90) days or more after the date of Member's termination, BlueCross shall not be obligated to attempt to collect any claim payments that were incurred more than Ninety (90) days before notice of termination was received by BlueCross.

9.3.4.1 If benefits were paid directly to a Member, BlueCross will attempt recovery. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

9.3.4.2 If Employer's health benefit plan includes coverage for pharmacy benefits that are paid by BlueCross' pharmacy vendor, claims paid after a Member's termination cannot be recovered from the provider. BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

9.3.4.3 If a claim payment is less than Fifty (\$50) dollars, BlueCross has no obligation to attempt to collect said claim payment.

9.3.4.4 If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.



9.3.4.5 If benefits are not recoverable from a provider or Member, this will not alter Employer's responsibility to fund all claims.

9.3.5 BlueCross, or its designee, may perform periodic audit of charges to verify that payments have been made in accordance with electronic claims payment assumptions, in order to provide reasonable certainty that payments are allowable under the IRS rules and regulations.

9.3.6 BlueCross, or its designee, will notify the appropriate Subscriber and Employer when funds have been improperly withdrawn.

9.3.7 BlueCross, or its designee, will post balances in accounts, and post additional deposits and withdrawals as they occur.

9.3.8 Incentives. Employer shall fully fund any incentives offered as part of the HRA Plan. Such expense shall be billed to Employer by BlueCross, as appropriate, in the same manner as Claims (Please see Section 3.2 – Claims Funding Methodology). Employer shall periodically, in a time and format agreed to between the Parties, inform BlueCross of Subscribers that are entitled to receive incentives under the HRA Plan.

9.4 Claims Payments Adjustments.

9.4.1 Whenever BlueCross becomes aware of an overpayment under the HRA, BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures. In the event any part of an overpayment is recovered, the HRA Plan will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross may use its reasonable judgment to compromise and settle overpayments.

9.4.2 BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

9.4.2.1 the overpayment was caused by an act or omission of BlueCross that did not meet its standard of care set out in this Agreement;

9.4.2.2 all reasonable means of recovery under the circumstances have been exhausted; and

9.4.2.3 BlueCross' acts or omissions were not undertaken at the express direction of Employer.

9.4.3 BlueCross is not liable for interest on recovered overpayments.

9.4.4 Except in cases of fraud committed by the Provider, BlueCross cannot, under Tennessee state law, recover overpayments from Providers more than Eighteen (18) months after the date that BlueCross paid the claim submitted by the Provider.

9.4.5 In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than One (1) years before the overpayment is discovered and reported to BlueCross by the Employer.

9.5 In the event that BlueCross becomes aware that a claims payment to a Provider or Member was or might have been the result of a fraud committed on or against the Plan, BlueCross shall:

- Notify the Plan as soon as possible about the alleged fraudulent claims;

- Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and
- Report the suspected fraud to the appropriate law enforcement agency.

9.6 Legal Actions.

9.6.1 If a demand is asserted that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member ("Action"):

9.6.1.1 BlueCross will provide written notice to Employer as soon as practicable, but in no event more than One Hundred Twenty (120) days after the initial notice of such Action was received by BlueCross, where Employer is not also a party to such Action. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross. Employer has the right to approve or disapprove this selection, within reason.

9.6.1.2 Subject to the indemnity provisions of this Agreement, Employer shall indemnify and defend BlueCross in any such action, and shall be responsible for the defense costs for BlueCross.

9.6.1.3 Employer will provide BlueCross with reasonable cooperation in the defense of such Action.

9.6.1.4 Subject to the indemnity provisions of this Agreement, Employer shall remain liable for the full amount of any benefits paid as a result of such Action, in addition to all costs of legal fees, penalties, interest and other expenses recovered by a Member or health care provider in connection with the Action. In no event will BlueCross be liable for any amount of benefits paid as a result of any Action or any legal fees or costs recovered by a Member, or provider in connection therewith.

9.6.2 If an Action is brought against Employer:

9.6.2.1 Employer will select and retain counsel and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.

9.6.2.2 BlueCross will provide Employer with reasonable cooperation in the defense of such Action.

9.6.2.3 Subject to the indemnity provisions of this Agreement, Employer shall be liable for the full amount of any benefits paid as a result of such Action, as well as any legal fees, penalties, interest and costs recovered by a Member or provider in connection therewith. In no event will BlueCross be liable for any amount of benefits paid as a result of such Action or any legal fees or costs recovered by a Member or provider in connection therewith.

9.7 Records and Reports. BlueCross will establish, maintain and provide to the Employer, in its standard reporting package, records and reports generated as a result of the administration of the HRA Plan.

- 9.8 Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. It shall make such books and records available for inspection by authorized representatives of Employer at BlueCross' home office, during normal business hours, upon reasonable advance written request, at the Employer's expense, during the term of this Agreement and for Six (6) years from the date of the final payment under this Agreement, subject to the Employer entering into an Information Sharing Agreement or Confidential Information and Non-Disclosure Agreement.
- 9.9 Claims Data. BlueCross maintains Members' claims data in its data warehouse. This claims data is available to the Employer during the term of this Agreement. Upon termination of this Agreement, this claims data will no longer be available to the Employer from the data warehouse, but it will continue to be maintained by BlueCross. Pursuant to the HIPAA privacy standards, it is infeasible for BlueCross to return or destroy the Member's claims data received from the group health plan due to, but not limited to:
- underwriting;
  - research;
  - state and federal law retention requirements;
  - governmental audits;
  - potential litigation; and
  - system restraints for segregating data.

BlueCross will protect the data and limit further uses or disclosures as required by HIPAA.

- 9.10 Subrogation. BlueCross shall enforce Employer's right to subrogation, as established in the SPD.
- 9.10.1 Once subrogation recoveries begin, BlueCross will provide monthly reports to Employer upon request, detailing: (a) recoveries for the immediately past month; (b) year-to-date recoveries; (c) open cases as of the end of the immediately past month; and (d) cases closed with no recovery.
- 9.10.2 BlueCross may use its reasonable judgment to determine when a subrogation claim should be compromised and settled for less than its full value.

#### **ARTICLE X - MISCELLANEOUS PROVISIONS**

- 10.1 Acceptance. The attached Employer Group Application form is a part of this Agreement. It is incorporated by reference.
- 10.2 Acceptance by Payment of Fees.  
BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by signing the below. In the event that Employer has not signed the Agreement by July 1, 2020, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.
- 10.3 Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of the Employer and BlueCross.

The Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes.

- 10.4 Assignment. This Agreement may be assigned to a subsidiary or affiliate of the Employer upon Ninety (90) days prior written notice to, and with the express written consent of, BlueCross. BlueCross shall not unreasonably withhold its consent to any such assignment by Employer.
- 10.5 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the Parties hereto.
- 10.6 Impossibility of Performance. If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected Party shall notify the other of the nature of that act or omission ("Adverse Event"). The Parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the Parties fail to reach a negotiated modification concerning the Adverse Event, then the affected Party may immediately terminate this Agreement upon giving written notice to the other Party.
- 10.7 Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.
- 10.8 Independent Contractors.
- 10.8.1 This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other Party.
- 10.8.2 On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer and BlueCross which is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross and BlueShield Plans permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.
- 10.8.3 The Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.
- 10.8.4 Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross' obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.
- 10.9 Notices. Any notice required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by overnight mail delivery for which

evidence of delivery is obtained by the sender, to BlueCross or the Employer at the addresses indicated herein, or such other addresses that the Parties may hereafter designate. The notice shall be effective on the date the notice was posted.

- 10.10 No Third Party Rights. Except as specifically stated herein, none of the provisions of this Agreement is intended to create third party rights or status in any person or entity.
- 10.11 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions shall remain in force and effect, unless the severance of that provision substantially deprives a Party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.
- 10.12 Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.
- 10.13 Survival. The rights and obligations of the Parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.
- 10.14 Venue. All actions or proceedings instituted by the Employer or BlueCross against the other hereunder shall be brought in a court of competent jurisdiction located in Hamilton County, Tennessee.
- 10.15 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 10.16 Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.
- 10.17 Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to Center of Medicare & Medicaid Services. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.

**BLUECROSS BLUESHIELD OF TENNESSEE, INC.**

**TOWN OF ASHLAND CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 101 Court Street  
Ashland City, TN 37015

\_\_\_\_\_  
\_\_\_\_\_

Employer ID No. 62-6000239  
\_\_\_\_\_

**Attachment 1 to Health Reimbursement Arrangement**

**DIRECT DEBIT AUTHORIZATION AGREEMENT**

The Employer has signed a separate Direct Debit Authorization Agreement, which is hereby incorporated by reference as part of this Agreement.

## Attachment 2 to Health Reimbursement Arrangement

### **BUSINESS ASSOCIATE AGREEMENT** **Between** **BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.** **and** **Town of Ashland City**

This Business Associate Agreement (“BAA”) is effective upon execution and amends and is made part of the Administrative Services Agreement (“ASA”) by and between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”), Town of Ashland City (“Employer”) assigned Employer Group Number 125011, and the Group Health Plan (“GHP”).

The ASA is modified to incorporate the terms of this HIPAA Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as modified by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), and the implementing regulations (“HIPAA Rules”) that are applicable to BlueCross, along with any guidance and/or regulations issued by United States Department of Health and Human Services (“DHHS”). BlueCross and GHP agree to incorporate into this HIPAA Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of BlueCross. BlueCross recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Privacy of Protected Health Information.
  - a. Permitted Uses and Disclosures. BlueCross is permitted to use and disclose Protected Health Information that it creates or receives on GHP’s behalf or receives from GHP (or another business associate of GHP) and to request Protected Health Information on GHP’s behalf (collectively, “GHP’s Protected Health Information”) only as follows:
    - i. Functions and Activities on GHP’s Behalf. BlueCross will be permitted to use and disclose GHP’s PHI to perform functions, activities, services, and operations on behalf of GHP, consistent with the Privacy Rule and the HITECH Act as specified in the ASA, including but not limited to: (a) management, operation, and administration of the GHP offered to Members; and (b) services set forth in the ASA, which include payment activities, Health Care Operations, and Data Aggregation.
    - ii. BlueCross’ Operations. For BlueCross’ proper management and administration or to carry out BlueCross’ legal responsibilities, provided that, with respect to disclosure of GHP’s Protected Health Information, either:
      - A) The disclosure is Required by Law; or
      - B) BlueCross obtains reasonable assurance from any person or entity to which BlueCross will disclose GHP’s Protected Health Information that the person or entity will:
        - 1) Hold GHP’s Protected Health Information in confidence and use or further disclose GHP’s Protected Health Information only for the



purpose for which BlueCross disclosed GHP's Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify BlueCross (who will in turn notify GHP in accordance with Section 4(a) of this HIPAA Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of GHP's Protected Health Information was breached.

C) BlueCross also may use GHP's Protected Health Information to provide Data Aggregation Services. BlueCross may de-identify GHP's PHI it obtains or creates in the course of providing services to Employer.

- b. Minimum Necessary and Limited Data Set. BlueCross' use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BlueCross will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of GHP's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that BlueCross will not be obligated to comply with this minimum necessary limitation with respect to:
- i. Disclosure to or request by a health care provider for Treatment;
  - ii. Use for or disclosure to an individual who is the subject of GHP's Protected Health Information, or that individual's personal representative;
  - iii. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information to be used or disclosed, or by that individual's personal representative;
  - iv. Disclosure to the DHHS in accordance with Section 5(a) of this HIPAA Agreement;
  - v. Use or disclosure that is Required by Law; or
  - vi. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c. Prohibition on Unauthorized Use or Disclosure. BlueCross will neither use nor disclose GHP's Protected Health Information, except as permitted or required by the ASA and this HIPAA Agreement or in writing by GHP or as Required by Law. This HIPAA Agreement does not authorize BlueCross to use or disclose GHP's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by GHP, except as set forth in Section 1(a)(ii) of this HIPAA Agreement.
- d. Information Safeguards.

- i. Privacy of GHP's Protected Health Information. BlueCross will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of GHP's Protected Health Information. The safeguards must reasonably protect GHP's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this HIPAA Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this HIPAA Agreement.
  - ii. Security of GHP's Electronic Protected Health Information. BlueCross will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BlueCross creates, receives, maintains, or transmits on GHP's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BlueCross also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- e. Subcontractors and Agents. BlueCross will require any of its subcontractors and agents, to which BlueCross is permitted by the ASA and this HIPAA Agreement or in writing by GHP to disclose GHP's Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to GHP's Protected Health Information that are applicable to BlueCross under this HIPAA Agreement.

2. Compliance with Transaction Standards. If BlueCross conducts in whole or part electronic Transactions on behalf of GHP for which DHHS has established Standards, BlueCross will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BlueCross will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of GHP that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

3. Individual Rights.

- a. Access. BlueCross will, within Thirty (30) days following GHP's request, make available to GHP or, at GHP's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of GHP's Protected Health Information about the individual that is in BlueCross' custody or control, consistent with the requirements of 45 C.F.R. § 164.524 so that GHP may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. BlueCross shall make such information available in an electronic format where directed by GHP.
- b. Amendment. BlueCross will, upon receipt of written notice from GHP, promptly amend or permit GHP access to amend any portion of GHP's Protected Health Information, so that GHP may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. Disclosure Accounting. So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
  - i. Disclosures Subject to Accounting. BlueCross will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of GHP's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that BlueCross makes to GHP or to a third party.
  - ii. Disclosures Not Subject to Accounting. BlueCross will not be obligated to record Disclosure Information or otherwise account for the following disclosures of GHP's Protected Health Information:
    - A) That occurred before April 14, 2003;
    - B) For Treatment, Payment or Health Care Operations activities;
    - C) To an individual who is the subject of GHP's Protected Health Information disclosed, or to that individual's personal representative;
    - D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information disclosed, or by that individual's personal representative;
    - E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of GHP's Protected Health Information disclosed and for disaster relief;
    - F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
    - G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
    - H) In a Limited Data Set;

- I) Incident to a use or disclosure that BlueCross is otherwise permitted to make by the ASA and this HIPAA Agreement; and
  - J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- iii. Disclosure Information. With respect to any disclosure by BlueCross of GHP's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, BlueCross will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- A) Disclosure Information Generally. Except for repetitive disclosures of GHP's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that BlueCross must record for each accountable disclosure are the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which BlueCross made the disclosure, (iii) a brief description of GHP's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BlueCross further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
  - B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of GHP's Protected Health Information that BlueCross makes for a single purpose to the same person or entity (including GHP), the Disclosure Information that BlueCross must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
  - C) Disclosure Information for Large Research Activities. For disclosures of GHP's Protected Health Information that BlueCross makes for particular Research involving Fifty (50) or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that BlueCross must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of GHP's Protected Health Information disclosed for the Research, (iv) the dates or periods during which BlueCross made or may have made these disclosures, including the date of the last disclosure that

BlueCross made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom BlueCross made these disclosures, and (vi) a statement that GHP's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity. BlueCross will, upon request of GHP or an individual requesting the disclosure accounting, assist GHP or the individual to contact the Research sponsor and the researcher if it is reasonably likely that GHP's Protected Health Information relating to the individual was disclosed for the particular Research protocol or activity.

- iv. Availability of Disclosure Information. Unless otherwise provided by applicable laws, BlueCross will maintain the Disclosure Information for at least Six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to GHP within Sixty (60) days following GHP's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- d. Restriction Agreements and Confidential Communications. BlueCross will comply with any agreement that GHP makes that either (i) restricts use or disclosure of GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that GHP notifies BlueCross in writing of the restriction or confidential communication obligations that BlueCross must follow. GHP will promptly notify BlueCross in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BlueCross whether any of GHP's Protected Health Information will remain subject to the terms of the restriction agreement.

#### 4. Privacy Obligation Breach and Security Incidents.

- a. Reporting.

- i. Privacy Breach. BlueCross will report to GHP any use or disclosure of GHP's Protected Health Information not permitted by the ASA and this HIPAA Agreement or in writing by GHP. In addition, BlueCross will report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. BlueCross shall cooperate with GHP in investigating the Breach and in meeting the GHP's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably

believed by BlueCross to have been, accessed, acquired, or disclosed during such Breach. BlueCross will make the report to GHP's Privacy Division not more than Twenty (20) business days after BlueCross' notice pursuant to subsection (i). BlueCross will report the following as information is available:

- A) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- B) Identify GHP's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.); and
- C) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure.

iii. Security Incidents. BlueCross will report to GHP any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of GHP's Electronic Protected Health Information or (B) interference with BlueCross' system operations in BlueCross' information systems, of which BlueCross becomes aware. BlueCross will make this report upon GHP's request, except if any such security incident resulted in a disclosure of GHP's Protected Health Information not permitted by this HIPAA Agreement, BlueCross will make the report in accordance with Section 4(a)(i) above.

b. Termination of Agreement.

- i. Right to Terminate for Breach. GHP may terminate ASA if it determines, in its sole discretion, that BlueCross has breached any provision of this HIPAA Agreement and upon written notice to BlueCross of the breach, BlueCross fails to cure the breach within Thirty (30) days after receipt of the notice. GHP may exercise this right to terminate Agreement by providing BlueCross written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in GHP's notice of termination. If for any reason GHP determines that BlueCross has breached the terms of this HIPAA Agreement and such breach has not been cured, but GHP determines that termination of the Agreement is not feasible, GHP may report such breach to the DHHS.
- ii. BlueCross may terminate Agreement if it determines, after reasonable consultation with GHP, that GHP has breached any material provision of this HIPAA Agreement and upon written notice to GHP of the breach, GHP fails to cure the breach within Thirty (30) days after receipt of the notice. BlueCross may exercise this right to terminate Agreement by providing GHP written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If

BlueCross reasonably determines that GHP has breached the terms of this HIPAA Agreement and such breach has not been cured, but BlueCross and GHP mutually determine that termination of the Agreement is not feasible, BlueCross may report such breach to the DHHS.

c. Obligations on Termination.

- i. Return or Destruction of GHP's Protected Health Information as Feasible.  
Upon termination or other conclusion of Agreement, BlueCross will, if feasible, return to GHP or destroy all of GHP's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information. BlueCross will require any subcontractor or agent, to which BlueCross has disclosed GHP's Protected Health Information as permitted by Section 1(e) of this HIPAA Agreement, to if feasible return to BlueCross (so that BlueCross may return it to GHP) or destroy all of GHP's Protected Health Information in whatever form or medium received from BlueCross, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information, and certify on oath to BlueCross that all such information has been returned or destroyed. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- ii. Procedure When Return or Destruction Is Not Feasible. BlueCross will identify any of GHP's Protected Health Information, including any that BlueCross has disclosed to subcontractors or agents as permitted by Section 1(e) of this HIPAA Agreement, that cannot feasibly be returned to GHP or destroyed and explain why return or destruction is infeasible. Where GHP agrees that such return or destruction is infeasible, BlueCross will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If GHP does not agree, subparagraph A above shall apply. BlueCross will require such subcontractor or agent to limit its further use or disclosure of GHP's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- iii. Continuing Privacy and Security Obligation. BlueCross' obligation to protect the privacy and safeguard the security of GHP's Protected Health Information as specified in this HIPAA Agreement will be continuous and survive termination or other conclusion of Agreement and this HIPAA Agreement.

- iv. Other Obligations and Rights. BlueCross' other obligations and rights and GHP's obligations and rights upon termination or other conclusion of Agreement will be those set out in the ASA.
- d. Indemnity. BlueCross will indemnify and hold harmless GHP and any GHP affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control.
  - i. Right to Tender or Undertake Defense. If GHP is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control, GHP will have the option at any time either (A) to tender its defense to BlueCross, in which case BlueCross will provide qualified attorneys, consultants, and other appropriate professionals to represent GHP's interests at BlueCross' expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BlueCross will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
  - ii. Right to Control Resolution. GHP will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that GHP may have tendered its defense to BlueCross. Any such resolution will not relieve BlueCross of its obligation to indemnify GHP under this Section 4(c).

5. General Provisions.

- a. Inspection of Internal Practices, Books, and Records. BlueCross will make its internal practices, books, and records relating to its use and disclosure of GHP's Protected Health Information available to GHP and to DHHS to determine GHP's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- b. Definitions. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health



Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this HIPAA Agreement, GHP's Protected Health Information encompasses GHP's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

- c. Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BlueCross' use or disclosure of GHP's Protected Health Information or Standard Transactions, the Agreement and this HIPAA Agreement will automatically amend such that the obligations imposed on BlueCross remain in compliance with the final regulation or amendment to final regulation.
- d. Other Acceptable Forms of this HIPAA Agreement. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, or an electronic version.
- e. Communications. Member requests or other communications or notices required or contemplated by this HIPAA Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

**BlueCross BlueShield of Tennessee, Inc.**  
Privacy Office 1.4  
1 Cameron Hill Circle  
Chattanooga, TN 37402  
Telephone: 888-455-3824

Member requests or other communications or notices shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; or as of Three (3) business days after the date of mailing.

- 6. Conflicts. The terms and conditions of this HIPAA Agreement will override and control any conflicting term or condition of the ASA. All non-conflicting terms and conditions of the ASA remain in full force and effect.

IN WITNESS WHEREOF, GHP and BlueCross execute this HIPAA Agreement in multiple originals to be effective on the last date written below.

**BLUECROSS BLUESHIELD OF TENNESSEE, INC.**

**TOWN OF ASHLAND CITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 101 Court Street  
Ashland, TN 37015  
Employer ID No. 62-6000239  
\_\_\_\_\_



Town of Ashland City

# Summary Plan Description

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

## Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

1. Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
2. Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination\_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-565-9140 (رقم هاتف الصم والبكم: 800-848-0298-1)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ប្រសិនបើ អ្នក រៀន ភាសា ខ្មែរ ឬ ភាសា ខ្មែរ ផ្សេង ទៀត ជា ភាសា ម្តាយ របស់ អ្នក យើង ផ្តល់ ជូន អ្នក ការ គាំទ្រ ភាសា ឥត គិត ថ្លៃ ទេ ។ ហៅ លេខ 1-800-565-9140 (TTY: 1-800-848-0298) ។

ማለታወቅ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች፣ በነጻ ሊያገለግሉት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298)።

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

सुचना: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298)まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

-توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید .

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yánílti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hólq, kojí' hódíílnih 1-800-565-9140 (TTY: 1-800-848-0298).

**NOTICE**

**PLEASE READ THIS SUMMARY PLAN DESCRIPTION CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUE CROSS BLUE SHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS HRA PLAN, PLEASE CONTACT:**

**CUSTOMER SERVICE DEPARTMENT  
BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.  
THIRD-PARTY ADMINISTRATOR  
1 CAMERON HILL CIRCLE  
CHATTANOOGA, TENNESSEE 37402-2555  
(800) 565-9140**

## TABLE OF CONTENTS

INTRODUCTION .....	7
GENERAL INFORMATION ABOUT THIS HRA PLAN.....	7
Who is the Plan Administrator? .....	7
What is the purpose of the HRA Plan? .....	7
Who can participate in the HRA Plan? .....	7
What benefits are offered through the HRA Plan? .....	7
Are there any limitations on benefits available from the HRA Plan? .....	7
How do I become a Subscriber? .....	7
What if Your employment terminates during the Benefit Period?.....	7
COBRA – CONTINUATION COVERAGE.....	9
Will I have any administrative costs under the HRA Plan? .....	9
How long will the HRA Plan remain in effect?.....	9
Are my benefits taxable? .....	9
What happens if Your claim for benefits is denied? .....	9
DEFINITIONS.....	10
ELIGIBILITY .....	12
ENROLLMENT .....	12
WHEN COVERAGE BEGINS .....	12
TERMINATION.....	13
NOTIFICATION OF CHANGE IN STATUS.....	13
SUBROGATION AND RIGHT OF REIMBURSEMENT .....	13
Notice and Cooperation .....	14
Legal Action and Costs .....	14
Settlement or Other Compromise.....	15
Subcontractor’s Rights .....	15
HOW THE HRA PLAN WORKS.....	16
REIMBURSEMENT ORDER .....	16
REIMBURSEMENT METHOD .....	16
COORDINATION OF BENEFITS.....	16
CLAIMS SUBSTANTIATION .....	16
GRIEVANCE PROCEDURE.....	17

MISCELLANEOUS PROVISIONS ..... 17

    Effect of HRA Plan on Your Employment Rights ..... 17

    Prohibition Against Assignment of Benefits ..... 17

    Overpayments or Errors ..... 17

    Independent Licensee of the BlueCross BlueShield Association ..... 17

ADMINISTRATIVE INFORMATION ..... 18

SCHEDULE OF BENEFITS ..... 19



## INTRODUCTION

Your employer (“Plan Administrator” or “Employer”) has established a Health Reimbursement Arrangement (“HRA Plan”) for You. Details of the HRA Plan are outlined in this Summary Plan Description (“SPD”).

Read this SPD carefully so that You understand the provisions of the HRA Plan and the benefits You will receive. You need to be fully informed before and during Your enrollment in the HRA Plan. You should direct any questions You have to the Plan Administrator, which is the Employer, who is identified in the “Administrative Information” section. There is an HRA Plan Document on file that contains more detail than this SPD, and that You may review upon request. In the event there is a conflict between this SPD and the HRA Plan Document, the HRA Plan Document will control. Also, if there is a conflict between the Administrative Services Agreement (“ASA”) between the Third-Party Administrator and the Employer and either the HRA Plan Document or this SPD, the ASA will control.

## GENERAL INFORMATION ABOUT THIS HRA PLAN

### Who is the Plan Administrator?

The Employer is the Plan Administrator and the named Plan fiduciary for the HRA Plan. BlueCross BlueShield of Tennessee, Inc. is the Third-Party Administrator for the HRA Plan. As the Third-Party Administrator, BlueCross BlueShield of Tennessee, Inc. processes and pays HRA Plan claims on behalf of the Employer.

### What is the purpose of the HRA Plan?

The purpose of the HRA Plan is to reimburse, up to certain limits, Eligible Medical Expenses on behalf of HRA Plan Members. Reimbursements for Eligible Medical Expenses paid by the HRA Plan generally are excludable from taxable income.

### Who can participate in the HRA Plan?

Any Subscriber in Employer’s health plan (“Health Plan”) is eligible to participate in this HRA Plan. Any Covered Dependents of the Employee (except domestic partners) are also eligible to participate. The Employer shall make final eligibility determinations.

### What benefits are offered through the HRA Plan?

Before the start of each Benefit Period, Employer will determine a maximum HRA Allocation amount that may be credited during that Benefit Period to the HRA Account. The HRA Allocation will be reduced by any amount paid to You, or for Your benefit, for Eligible Medical Expenses.

### Are there any limitations on benefits available from the HRA Plan?

Only Eligible Medical Expenses are Covered by the HRA Plan. Employer or Third-Party Administrator can provide You with more information about which expenses are eligible for reimbursement.

### How do I become a Subscriber?

Employees who meet eligibility requirements are eligible Employees and may become Subscribers in this HRA Plan.

### What if Your employment terminates during the Benefit Period?

If Your employment, or coverage under the Health Plan, terminates during the Benefit Period, participation in this HRA Plan terminates unless You elect COBRA or State Continuation Coverage for the Health Plan and the HRA Plan. Any Eligible Medical Expenses incurred prior to the termination date are reimbursable, up to the account balance in the HRA Account. You must still comply with the

reimbursement request procedures required under the HRA Plan. Any unused portions will be unavailable after termination of employment.

## **COBRA – CONTINUATION COVERAGE**

If Your Coverage under this HRA Plan terminates for reasons set forth in the law, Employer may be required to offer You the right to continue coverage. This right is referred to as “Continuation Coverage” and may occur for a limited time subject to the terms of this SPD, and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or according to Tennessee state law (“State Continuation Coverage”). If You are eligible for Continuation Coverage, You may elect either COBRA or State Continuation coverage in accordance with the terms of the HRA Plan and any applicable law, but not both.

If You and Your Covered Dependents are enrolled under this HRA Plan at the time a Qualifying Event occurs, then You or Your Covered Dependents may be entitled to continue coverage under this HRA Plan. You and Your Covered Dependents will be able to elect Continuation Coverage under this HRA Plan in the same manner and under the same time restrictions and notice requirements set forth in the Health Plan.

### **Will I have any administrative costs under the HRA Plan?**

You may incur administrative costs if you are enrolled in the HRA Plan through COBRA or State Continuation.

### **How long will the HRA Plan remain in effect?**

Although Employer expects to maintain the HRA Plan indefinitely, Employer has the right to terminate the HRA Plan at any time. Employer also reserves the right to amend the HRA Plan at any time and in any manner that it deems reasonable, in its sole discretion.

### **Are my benefits taxable?**

The HRA Plan is intended to meet certain requirements of existing federal tax laws, making benefits that Subscribers and Members receive under the HRA Plan generally not taxable to the Subscriber. However, Employer cannot guarantee the tax treatment to any given Subscriber, since individual circumstances may produce differing results. If there is any doubt, consult Your own tax adviser.

### **What happens if Your claim for benefits is denied?**

If Your claim for benefits is denied, then You have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for benefits under the HRA Plan are the same as those in Your Health Plan.

## DEFINITIONS

Defined terms are capitalized. If a word is capitalized in this SPD, but it is not defined below, that word takes on the definition in the Medical Plan.

1. **Benefit Period** – Plan Year under which the Members’ benefits are administered and also refers to the initial Benefit Period of July 1, 2020 to June 30, 2021, as appropriate.
2. **Covered Dependent** - A Subscriber’s family members who: (1) meet the eligibility requirements of this SPD; and (2) has been enrolled for Coverage.
3. **Covered Services, Coverage or Covered** – Those services and supplies that are Covered under the Health Plan.
4. **Eligible Medical Expenses** – Benefits payable from Your HRA Plan that are Covered by Your Health Plan. Eligible Medical Expenses are expenses listed in Section 213 of the Internal Revenue Code. Eligible Medical Expenses:
  - Must not be paid or reimbursed from another source.
  - Must be incurred by You or Your Covered Dependent.
  - Must be incurred during the Benefit Period for which Your election is made.
  - Must be incurred while You are a Subscriber in the HRA Plan.
5. **Eligible Prescription Drug Expenses** – Prescription Drug benefits payable from Your HRA Plan that are Covered Services.
6. **Embedded Medical Deductible** – An embedded (per-person) medical deductible is an individual deductible level within a family contract. When one family member meets the individual medical deductible limit, benefits become available under the medical plan for that individual.
7. **Employee** - A person who fulfills all eligibility requirements established by Employer.
8. **Employer** – The sponsoring Employer listed in the Administrative Information section. A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with Third-Party Administrator to provide Coverage to its Employees and their eligible dependents.
9. **Enrollment Form** – A form or application, that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the HRA Plan. The form or application may be in paper form, or electronic, as determined by the Plan Administrator or Third-Party Administrator.
10. **Health Reimbursement Arrangement (“HRA”)** – An arrangement funded by the Employer with money You can use to pay Eligible Medical Expenses.
11. **HRA Account** – Keeps a record of the amounts available for reimbursement of Eligible Medical Expenses. It is merely a recordkeeping account; it is not funded (all reimbursements are paid from the general assets of Employer) and it does not bear interest or accrue earnings of any kind.
12. **HRA Allocation** – An amount Employer sets aside for Your HRA Account. Details concerning the HRA Allocations can be found in the Schedule of Benefits.
13. **Member** - Any person enrolled as a Subscriber or Covered Dependent under the Health Plan and the HRA plan.

14. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in the Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The Third-Party Administrator or Plan Administrator may require proof that HRA dollars were used for Eligible Medical Expenses.
15. **Member Pays First** – The employee/family pays a specified deductible for HRA reimbursable expenses before HRA funds can be used.
16. **Open Enrollment Period** – Those periods of time established by the HRA Plan during which eligible Employees and their dependents may enroll as Members.
17. **Plan Year** - The period of time beginning at 12:00 A.M. on July 1, 2020 and ending 11:59 P.M. on June 30, 2021.
18. **Qualifying Events** – Certain types of events that would cause, except under the application of COBRA or State Continuation Coverage rules, an individual to lose his or her health insurance coverage.
19. **Shared HRA** – A Shared HRA allows each member of a family to be reimbursed from the HRA allocation up to the full HRA allocation amount. It also requires that the full HRA Member Pays First amount be satisfied before any family members can access the shared HRA allocation.
20. **You/Your** - Any person enrolled as a Member.

### ELIGIBILITY

Any Member of the Health Plan administered by BlueCross is eligible to enroll in the HRA Plan. To enroll in the HRA Plan, You must complete an Enrollment Form, and give it to Employer.

If there is any question about whether a person is eligible for the Health Plan or the HRA Plan, the Employer shall make final eligibility determinations.

### ENROLLMENT

Eligible Employees may enroll in the HRA Plan as set forth in this section. No person is eligible to re-enroll if the HRA Plan Member was previously terminated for cause. You may enroll only if You are also enrolled in the Health Plan.

#### A. Initial Enrollment Period

Eligible Employees may enroll in the HRA Plan within the first Thirty-One (31) days after becoming eligible for the HRA Plan. The Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during this initial enrollment period.

#### B. Open Enrollment Period

Eligible Employees shall be entitled to apply for the HRA Plan for themselves and their eligible dependents during the Open Enrollment Period for the Health Plan. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during the Open Enrollment Period. Employees who become eligible for the HRA Plan other than during an Open Enrollment Period may apply for the HRA Plan during a subsequent Open Enrollment Period.

#### C. Adding Dependents

If a Subscriber in the HRA Plan adds an eligible dependent under the Health Plan, that dependent's Eligible Medical Expenses are automatically eligible under the HRA Plan.

### WHEN COVERAGE BEGINS

If You are eligible and have enrolled, Your enrollment in the HRA Plan shall become effective on the earliest of the following dates:

#### A. Effective Date of the HRA Plan

Your enrollment shall be effective on the effective date of the HRA Plan, if all eligibility requirements are met as of that date; or

#### B. Enrollment During an Open Enrollment Period

Your enrollment shall be effective on the same date as Coverage under the Health Plan, following the Open Enrollment Period, unless otherwise agreed to by Employer; or

#### C. Enrollment During an Initial Enrollment Period

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan; or

#### D. Newly Eligible Employees

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan.

**E. Enrollment of Newly Eligible Dependents**

Employees should follow the same procedure to enroll dependents in the HRA Plan as is described in the Health Plan. If Your status changes from individual to family, Your HRA Allocation may be prorated. This is determined by Employer.

**TERMINATION**

If Your Employer terminates the HRA Plan, You may ask for reimbursement for Eligible Medical Expenses incurred before the HRA Plan terminated. You must submit those claims to BlueCross within 180 days after the HRA Plan termination date. BlueCross will not process any claim submitted more than 180 days after the date the HRA Plan terminated.

In some cases, Your Employer and BlueCross may agree on a different process (which may include a different time period) for submitting claims after the HRA Plan has terminated. You will be notified if a different process is established.

Regardless, expenses You incur after the HRA Plan terminated are not eligible for reimbursement.

You may contact your Employer or BlueCross if you have any questions about your right to reimbursement after the HRA Plan terminates.

**NOTIFICATION OF CHANGE IN STATUS**

Members must notify Employer of any eligibility or status changes for themselves or Covered Dependents; see Your Health Plan for more information.

**SUBROGATION AND RIGHT OF REIMBURSEMENT**

**A. Subrogation Rights**

The HRA Plan assumes and is subrogated to Your legal rights to recover any payments the HRA Plan makes on Your behalf, when Your illness or injury resulted from the action or fault of a third party. The HRA Plan's subrogation rights include the right to recover the reasonable value of prepaid services rendered by Network Providers.

The HRA Plan has the right to recover any and all amounts equal to the HRA Plan's payments from:

1. the insurance of the injured party;
2. the person or company (or combination thereof) that caused the illness or injury, or their insurance company; or
3. any other source, including uninsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The HRA Plan's recovery will not be reduced by Your negligence, nor by attorney fees or costs You incur.

**B. Priority Right of Reimbursement**

Separate and apart from the HRA Plan's right of subrogation, the HRA Plan shall have first lien and right to reimbursement subject only to the subrogation rights of the Health Plan. The HRA Plan's first lien supersedes any right that You may have to be "made whole." In other words, the HRA Plan is entitled to the right of first reimbursement out of any recovery You might procure regardless of whether You have received compensation for any of Your damages or expenses, including Your attorneys' fees or costs, subject only to the subrogation rights of the Health Plan.

This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. In addition, You agree to do nothing to prejudice or oppose the HRA Plan's right to subrogation and reimbursement and You acknowledge that the HRA Plan precludes operation of the "made-whole," "attorney-fund," and "common-fund" doctrines. You agree to reimburse the HRA Plan 100% first for any and all benefits provided through the HRA Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
2. Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured motorist coverage;
3. Business and homeowner medical liability insurance coverage or payments; or
4. Any other source.

The HRA Plan may notify those parties of its lien and right to reimbursement without notice to or consent from You or other Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for damages, including, but not limited to, pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees or costs you incur.

The HRA Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

#### **Notice and Cooperation**

You are required to notify Employer promptly if You are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Employer to protect the HRA Plan's rights under this section. Members are also required to cooperate with Employer and to execute any documents that Employer deems necessary to protect the HRA Plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the HRA Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the HRA Plan to withhold any and all benefits due You under the HRA Plan. This is in addition to any and all other rights that the HRA Plan has pursuant to the provisions of the HRA Plan's subrogation rights and/or priority right of reimbursement.

If the HRA Plan files suit, or otherwise litigates to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the HRA Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

#### **Legal Action and Costs**

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the HRA Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the HRA Plan. The HRA



Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the HRA Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the HRA Plan.

**Settlement or Other Compromise**

You must notify Employer prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the HRA Plan's rights so that the HRA Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The HRA Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against you.

**The right of subrogation and the right of reimbursement are based on the HRA Plan language in effect at the time of judgment, payment or settlement.**

The HRA Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

**Subcontractor's Rights**

Any party that performs any or all of the HRA Plan's duties is also entitled to its rights of reimbursement.

## HOW THE HRA PLAN WORKS

Each Benefit Period Employer allocates money to the HRA Plan that You may use for Eligible Medical Expenses. Throughout the Benefit Period You can use the money in your HRA Account to pay for Eligible Medical Expenses that apply to Your Deductible or Coinsurance.

As long as there is money in your HRA Account, You can be reimbursed for any required expenses, such as Deductible or Coinsurance You pay out of Your pocket for Eligible Medical Expenses. If You use all of the money in Your HRA Account, You pay the rest of Your Deductible and other out-of-pocket expenses directly.

## REIMBURSEMENT ORDER

**Member Pays First Dollar:** You pay the initial Health Plan Deductible amount (as described in the “Member Pays First” section of the Schedule of Benefits located in the back of this SPD) established by Employer. Your HRA Plan reimburses 100% Eligible Medical Expenses up to the point at which the HRA Allocation is exhausted.

## REIMBURSEMENT METHOD

**Automatic Reimbursements.** With Automatic Reimbursement, when You use a Network Provider, Your Network Provider will submit a claim to the Third-Party Administrator. The Third-Party Administrator will process the claim in accordance with Your Health Plan and pay the Network Provider any HRA amount that applies. You will receive an explanation of benefits (“EOB”) form showing how payment was applied. If Your HRA Plan applies to prescription drugs, You will need to pay for Your prescriptions out-of-pocket, and the HRA Plan will reimburse You without Your filing a claim for reimbursement.

This Shared HRA is paired with an Embedded Medical Deductible. While there are individual limits on the medical deductible, there are no individual limits within the family HRA. One family member or a combination of family members can use the entire family HRA Allocation amount. Likewise, the HRA Member Pays First family limit must be met by one family member or a combination of family members before the HRA Allocation becomes available for the family.

## COORDINATION OF BENEFITS

Coordination of Benefits was established as a method by which two or more carriers or plans could coordinate their respective benefits so the total benefit paid does not exceed 100% of the total allowable expenses incurred. If You are Covered by only Employer’s Health Plan, the Health Plan will pay primary and the HRA Plan will pay as part of the primary benefits. If You are covered by other health plan coverage(s), those coverages should pay before this HRA Plan pays. The Third-Party Administrator will coordinate between the plans, if Third-Party Administrator knows You have other coverage.

If Your HRA Plan has automatic reimbursement, You must notify Third-Party Administrator if You have other coverage and request that automatic reimbursement be turned off to allow the other health plan coverage(s) to pay or the plans will not pay in the appropriate order.

## CLAIMS SUBSTANTIATION

Employer or Third-Party Administrator can require that You provide documentation proving the claim is for an Eligible Medical Expense. Your documentation must set forth:

1. the individual(s) on whose behalf Eligible Medical Expenses have been incurred; and
2. the nature and date of the Eligible Medical Expenses so incurred; and

3. the amount of the requested reimbursement.

The documentation must be accompanied by bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the Eligible Medical Expenses have been incurred and the amounts of such Eligible Medical Expenses, together with any additional documentation that the Employer or Third-Party Administrator may request.

### **GRIEVANCE PROCEDURE**

If You have a dispute under this HRA Plan, You will follow the same grievance procedure that is described in Your Health Plan.

### **MISCELLANEOUS PROVISIONS**

#### **Effect of HRA Plan on Your Employment Rights**

The HRA Plan is not to be construed as giving You any rights against the HRA Plan except those expressly described in this SPD. The HRA Plan is not a contract of employment between You and Employer.

#### **Prohibition Against Assignment of Benefits**

No benefit payable at any time under this HRA Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

#### **Overpayments or Errors**

If there is an error in administering reimbursements under this HRA Plan, additional reimbursements may be provided or overpayments may be recovered from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this HRA Plan.

If You do not refund the overpayment, the HRA Plan and the Employer reserve the right to offset future reimbursement equal to the overpayment or, if that is not feasible, to withhold such funds from Your pay.

#### **Independent Licensee of the BlueCross BlueShield Association**

BlueCross BlueShield of Tennessee, Inc. is an independent corporation operating under a license from the BlueCross BlueShield Association ("Association"). That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

### ADMINISTRATIVE INFORMATION

Employer administers the HRA Plan and has the discretionary authority to interpret all HRA Plan provisions and to determine all issues arising under the HRA Plan, including issues of eligibility, Coverage, and benefits. Employer's failure to enforce any provision of this HRA Plan shall not affect its right to later enforce that provision or any other provision of the HRA Plan. Employer may delegate certain duties to agents.

**Name of Plan:** Town of Ashland City Group Health Reimbursement Arrangement Plan

**Sponsoring Employer:** Town of Ashland City

**Employer:** Town of Ashland City

**Contact Person:** Sandy Cannon

**Employer's Telephone Number:** (615) 792-4211, Ext. 228

**Employer's Employer Identification Number (EIN):** 62-6000239

**Employer's Address:** 101 Court Street, Ashland, TN 37015

**Plan Number:** 501

**Plan Year:** July 1 through June 30

**Agent for Service of Process:** Service may be made on Employer at the address listed above.

The financial records of the HRA Plan are kept on a Plan Year basis. The Plan Year ends on each June 30.

**Type of Plan:** This HRA Plan is a component plan of the Employer's Health Plan and is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Code and the regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45.

**Type of Administration:** The Employer pays applicable benefits from the general assets of the Employer.

**Funding:** The HRA Plan is paid for by the Employer out of the Employer's general assets. There is no trust or other fund from which benefits are paid.

**SCHEDULE OF BENEFITS**

**Group Name:** Town of Ashland City

**Group Number:** 125011

**Effective Date:** July 1, 2020

Your HRA Plan will reimburse Deductible or Coinsurance. Reimbursement is made as detailed below:

<b>Reimbursement Order for HRA Allocation July 1, 2020 to June 30, 2021</b>	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Member Pays First:	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00
	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Plan Pays Next:	\$4,900.00	\$9,800.00	\$9,800.00	\$9,800.00
<b>This HRA Plan reimburses 100% of Eligible Medical Expenses per claim up to when the HRA Allocation is depleted after You pay an initial Health Plan deductible amount established by the Employer.</b>				



BlueCross BlueShield of Tennessee  
1 Cameron Hill Circle | Chattanooga, TN 37402

[bcbst.com](http://bcbst.com)



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> AshlandSC-G	<b>Edison ID</b>	<b>Contract #</b> 2019-21	<b>Amendment #</b> 21-0	
<b>Contractor Legal Entity Name</b> Town of Ashland City			<b>Edison Vendor ID</b>	
<b>Amendment Purpose &amp; Effect(s)</b> FY 2021 Amendment				
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> June 30, 2022		
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$36,300</b>	
<b>Funding —</b>				
<b>FY</b>	<b>State/Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	\$37,500			\$37,500
2020	\$36,300			\$36,300
2021	\$36,300			\$36,300
<b>TOTAL:</b>	<b>\$110,100</b>			<b>\$110,100</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)		

**AMENDMENT 21-0 BETWEEN  
THE GREATER NASHVILLE REGIONAL COUNCIL AND  
TOWN OF ASHLAND CITY  
OF GRANT CONTRACT #2019-21**

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and Town of Ashland City, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective July 13, 2018 for the provision of multipurpose senior center activities; and

Section D.2 of Grant Contract July 13, 2018 allows written amendments to the Contract.

The Grant Contract dated July 13, 2018, between GNRC and the Grantee is amended as follows:

1. Section B, page 1, is amended by deleting the original Section B and substituting with it the new Section B.  
  
B     Term of Contract. This Grant Contract shall be effective on July 13, 2018 ("Effective Date"), and extend for a period of number (48) months after the Effective Date ("Term"), ending on June 30, 2022. The GNRC shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
  
2. Section C.1., page 1, is amended by deleting the original C.1. and substituting with it the new C.1.  
  
C.1.   Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Thirty Six Thousand Three Hundred Dollars (\$36,300) ("Maximum Liability") for **Fiscal Year 2021**. The Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Contract. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The GNRC is not bound by this Amendment 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 GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

---

**STEVE ALLEN, MAYOR**

**DATE**

**GREATER NASHVILLE REGIONAL COUNCIL:**

---

**ANTHONY HOLT, PRESIDENT**

**DATE**



**GRANT CONTRACT**  
**BETWEEN**  
**GREATER NASHVILLE REGIONAL COUNCIL**  
**AND**  
**TOWN OF ASHLAND CITY**  
**CONTRACT BUDGET**  
**JULY 1, 2020 THROUGH JUNE 30, 2021**  
**FUNDS AVAILABLE**

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	<b>Older Americans Act Funds</b>				
10% of	Title III-B: Support Services	93.044	\$ 14,950	\$	\$ 14,950
10% of	Title III-B: Ombudsman	93.044	\$	\$	\$
10% of	Title III-B: Transportation	93.044	\$ 3,000	\$	\$ 3,000
10% of	Title III-C1: Congregate Meals	93.045	\$	\$	\$
10% of	Title III-C2: Home Delivered	93.045	\$	\$	\$
10% of	Title III-D: Evidence Based	93.043	\$ 5,800	\$	\$ 5,800
10% of	Title III-E: FCSP – Caregiver	93.052	\$	\$	\$
10% of	Title VII: Ombudsman	93.042	\$	\$	\$
	<b>Federal NSIP Funds</b>				
	NSIP Nutrition	93.053	\$	\$	\$
	<b>State Funding</b>				
50% of	Multipurpose Senior Centers	N/A	\$	\$ 12,550	\$ 12,550
10% of	Home Delivered Meals	N/A	\$	\$	\$
10% of	Homemaker	N/A	\$	\$	\$
	HCBS/Options for Community	N/A	\$	\$	\$
	Total		\$ 23,750	\$ 12,550	\$ 33,300

<b>BUDGET</b>				
<b>The Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable</b>				
<b>Period:</b>		<b>BEGIN: 07/01/2020</b>	<b>END: 06/30/2021</b>	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 26,646	\$ 204,104	\$ 230,750
4. 15	Professional Fee, Grant & Award <sup>2</sup>	\$ 1,617	\$ 12,383	\$ 14,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 3,441	\$ 35,359	\$ 38,800
11. 12	Travel, Conferences & Meetings	\$ 1,097	\$ 8,403	\$ 9,500
13	Interest <sup>2</sup>	\$	\$	\$
14	Insurance	\$ 346	\$ 2,654	\$ 3,000
16	Specific Assistance To Individuals	\$ 1,738	\$ 13,312	\$ 15,050
17	Depreciation <sup>2</sup>	\$	\$	\$
18	Other Non-Personnel <sup>2</sup>	\$ 1,126	\$ 8,624	\$ 9,750
20	Capital Purchase <sup>2</sup>	\$ 289	\$ 2,211	\$ 2,500
22	Indirect Cost	\$ 0	\$ 0	\$ 0
24	In-Kind Expense	\$	\$	\$
25	<b>GRAND TOTAL</b>	<b>\$ 36,300</b>	<b>\$ 287,050</b>	<b>\$ 323,350</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and GNRC Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policy/info>).

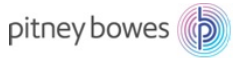
<sup>2</sup> Applicable detail follows this page if line-item is funded.

**Attachment 2 Cont.**

**BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Professional Fee, Grant & Award	\$ 1,800
Meals Programs	\$ 12,200
<b>TOTAL</b>	<b>\$ 14,000</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Dues, Subscriptions	\$ 9,750
<b>TOTAL</b>	<b>\$ 9,750</b>



# State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

## Your Business Information

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>	<b>Tax ID # (FEIN/TIN)</b>
TOWN OF ASHLAND CITY TN	626000239

**Sold-To: Address**  
101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Becky Cohen	6157924211	0013119769

**Bill-To: Address**  
101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Becky Cohen	6157924211	0013119769	rcohen@ashlandcity.tn.gov

**Ship-To: Address**  
101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Becky Cohen	6157924211	0013119769

**PO #**

---

## Your Business Needs

Qty	Item	Business Solution Description
1	SPMAILSTATION	SendPro Mailstation
1	DMMRK	Return Kit for MailStation
1	HZ00	SendPro Mailstation with 5 lb Scale
1	PTJ1	SendPro Online
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

## Your Payment Plan

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 25.79</b>	<b>\$ 77.37</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

Pitney Bowes Signature  
Print Name  
Title  
Date

**Sales Information**

Ted Delia ted.delia2@pb.com

Account Rep Name Email Address PBGFS Acceptance



Rural Development

June 5, 2020

Nashville Area Office

441 Donelson Pike  
Suite 310  
Nashville, TN  
37214

Ashland City, Town of  
Mr. Steve Allen, Mayor  
P.O. Box 36  
Ashland City, TN 37015

615-783-1359  
800-342-3149 x1359  
Fax 855-776-7063

Re: \$896,500 CF Loan, \$100,000 CF Grant and \$100,000 Applicant Contribution  
Fire Truck Purchase

Dear Mayor Allen:

This letter established conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by USDA, Rural Development shall be cause for discontinuing of the application.

This letter does not constitute loan approval, nor does it ensure that funds are or will be available for the project. The docket may be completed on the basis of a **loan of \$896,500, a grant of \$100,000 and \$100,000 applicant contribution.**

If the USDA, Rural Development makes the loan, you may make written request that the interest rate be the lower of the rate in effect at the time of loan approval or the time of loan closing. If you do not request the lower of the two interest rates, the interest rate charged will be the rate in effect at the time of loan approval. The loan will be considered approved on the date a signed copy of Form RD 1940-1, Request for Obligation of Funds" is mailed to you. If you want the lower of the two rates, your written request should be submitted to USDA, Rural Development as soon as practical. In order to avoid possible delays in loan closing such a request should ordinarily be submitted at least 30 calendar days before loan closing.

Please complete and return the enclosed Form RD 1942-46, "Letter of Intent to Meet Conditions", if you desire further consideration be given to your application.

If the conditions set forth in this letter are not met within 365 days from the date hereof, USDA, Rural Development reserves the right to discontinue the processing of your application.

Special Conditions:

1. The USDA, Rural Development loan will be evidenced and secured by a General Obligation Bond. The bond resolution will contain a provision that prohibits defeasance so long as the government is holder of the bond.

2. The loan will be repaid over a period not to exceed 15 years. The principal and interest will be amortized monthly over the 15-year period. The amortized payment will be due one month from the date of the note and each month thereafter until the note is paid in full. The Applicant must participate in the Preauthorized Debit (PAD) payment process. It will allow for the payment to be electronically debited from the Applicant's account on the day the payment is due.

3. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

4. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

5. Disbursement of Grant Funds – The USDA, Rural Development grant funds will be advanced as they are needed in the amount(s) necessary to cover the USDA, Rural Development proportionate share of obligations due and payable by the grantee. (For public bodies add) interest earned on grant funds in excess of \$100 per year will be submitted to USDA, Rural Development at least quarterly as required in 7CFR3016. (For Non-Profits use) interest earned on grant funds in excess of \$250 per year will be remitted to USDA, Rural Development annually as required in 7CFR3019.

6. All money shall be deposited in a special construction account. All bills and invoices must be approved by USDA, Rural Development before payment is made.

7. The Applicant shall enter into a contract for legal services with an attorney of their choice. The form of the contract should conform to Tennessee Instruction 1942-A, Guide 14 and the cost of the legal services shall not be in excess of that specified in said contract without the written consent of USDA, Rural Development.

8. The applicant contribution shall be considered as the first funds expended. The Applicant shall use all loan funds scheduled for use on the project before USDA, Rural Development grant funds are requested. After providing for all authorized costs, any remaining USDA, Rural Development project funds will be considered to be grant funds and refunded to USDA, Rural Development. If the amount of unused USDA, Rural Development project funds exceeds the USDA, Rural Development grant, that part would be USDA, Rural Development loan funds.

Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows: Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same. USDA, Rural Development loan funds that are not needed will be applied as an extra payment on the USDA, Rural Development indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

Grant funds not expended for authorized purposes will be cancelled within 365 days of project completion. Prior to actual cancellation; you, your attorney and your engineer will be notified of USDA, Rural Development's intent to cancel the remaining funds and given appropriate appeal rights.

9. The Applicant must enter into a loan agreement with the USDA, Rural Development, using Form RD 1942-9, Form 400-1 "Equal Opportunity Agreement", and Form 400-4 "Assurance Agreement", must be executed.
10. The agreement shall require that if at any time it shall appear to Government that the Borrower is able to refinance the amount of the indebtedness then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take all such actions as may be required in connection with such loan.
11. The borrower must be legally organized in accordance with state statutes and be enabled to perform all actions necessary in this obligation.
12. The Rural Development Debt Collection Policies shall be explained and acknowledged through the execution of Form RD 1910-11, "Application Certification, Federal Collection Policies for Consumer of Commercial Debts" prior to loan closing.
13. Applicant will comply with other Federal statutes, including but not limited to Section 504 of the Rehabilitation Act of 1973, as amended, the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975. Applicant should have their engineer/attorney review this and advise prior to certification.
14. Public liability and property damage insurance will be required including coverage on any trucks, tractors, or other vehicles driven over public highways. The insurance must be in effect at the time of loan closing or start of construction, whichever occurs first. The amount of coverage will be determined by the Borrower in consultation with their attorney and representatives of USDA, Rural Development.
15. The Borrower will carry suitable workman's compensation insurance for all of its employees in accordance with State laws
16. A position fidelity bond in the amount of at least equal to the total annual USDA, Rural Development debt service will be provided for the person or persons responsible for funds. (Form RD 440-24, "Position Fidelity Schedule Bond" may be used) USDA, Rural Development must be provided with evidence of bond being in effect.
17. The borrower will furnish audit reports annually. The audit should be conducted in accordance with generally accepted auditing standards by a Certified Public Accountant or Licensed Public Accountant. They must be certified or licensed in the State of Tennessee. The Applicant's accounting system shall be established and approved by USDA, Rural Development before the loan is closed.
18. Applicant will furnish a signed RD Form 442-7, Operating Budget prior to loan approval or closing.
19. "Procurement shall be made by one of the following methods: Small purchase procedures; competitive sealed bids (formal advertising); competitive negotiation; or noncompetitive negotiation. Competitive sealed bids (formal advertising) is the preferred procurement method for construction contracts."



20. Attached is a copy of Form RD 3570-3, 'Community Facilities Grant Agreement,' for your review. You will be required to execute this agreement before grant funds are advanced

21. Before the loan and grant are closed all the requirements of this letter of conditions and the Regional Attorney's closing instructions must be met.

We will work closely with you in developing the docket and will furnish forms and guides to be used. We trust that loan closing and a completed building expansion will be accomplished at the earliest date possible.

If groundbreaking or dedication ceremony is to be held in connection with this project, your cooperation in notifying this office at least two weeks in advance of setting the date for the occasion will be appreciated.

Sincerely,

*Faye C. McEwen*

FAYE C. MCEWEN  
Area Director

cc: Attorney  
State Director, Rural Development



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047**  
**Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME ASHLAND CITY TOWN OF	PR/AWARD NUMBER OR PROJECT NAME Fire Truck Purchase
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Steve Allen, Mayor	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

**AD-1049**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page three before completing certification.)***

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
  4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (*Street Address, City, County, State, Zip Code*)

101 Court ST Ashland City, TN 37015-

Check  if there are workplaces on file that are not identified here.

ORGANIZATION NAME

ASHLAND CITY TOWN OF

PR/AWARD NUMBER OR PROJECT NAME

Fire Truck Purchase

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Steve Allen, Mayor

SIGNATURE(S)

DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

### *Instructions for Certification*

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

101 Court Street  
Ashland City, TN 37015-

**RURAL DEVELOPMENT, USDA**

441 Donelson Pike, Suite 410  
Nashville, TN 37214

This is to certify that the ASHLAND CITY TOWN OF  
is in compliance with Federal, State, and Local requirements include the following:

- a. Compliance with special laws and regulations.
- b. Compliance with State Pollution Control or Environmental Protection Agency standards.
- c. Consistency with other development plans of the area.
- d. Compliance with State agency regulating water rights.
- e. Compliance with Civil Rights Act of 1964.
- f. Compliance with Title IX of the Education Amendments of 1972.
- g. Compliance with Section 504 of the Rehabilitation Act of 1973.
- h. Compliance with Age Discrimination Act of 1975.
- i. Compliance with A-133 audit requirements.

BY: \_\_\_\_\_  
Steve Allen  
Mavor

\_\_\_\_\_  
Date

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between  
ASHLAND CITY TOWN OF \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Submitted:

Name:

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*



2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

ASHLAND CITY TOWN OF  
\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Mayor

Submitted:

Name:

Conf Nbr:

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The

**ASHLAND CITY TOWN OF**

*(name of recipient)*

**101 Court Street Ashland City, TN 37015-**

*(address)*

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, ASHLAND CITY TOWN OF on this  
*(name of recipient)*  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

\_\_\_\_\_  
*Recipient*

\_\_\_\_\_  
*Date*

Attest: \_\_\_\_\_

**Steve Allen, Mayor**  
\_\_\_\_\_  
*Title*

*Title*

# Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting [http://www.adobe.com/go/reader\\_download](http://www.adobe.com/go/reader_download).

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

\_\_\_\_\_  
(Signature-Individual(s))

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature-Individual(s))

\_\_\_\_\_  
(Date)

(SEAL)

\_\_\_\_\_  
(Date)

ASHLAND CITY TOWN OF

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Signature of Authorized Entity Official)

Steve Allen, Mayor

\_\_\_\_\_  
(Title of Authorized Entity Official)

101 Court Street

\_\_\_\_\_  
(Address)

Ashland City, TN 37015-

\_\_\_\_\_  
(City, State, and Zip Code)

ATTEST:

\_\_\_\_\_  
(Signature of Attesting Official)

\_\_\_\_\_  
(Title of Attesting Official)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

Steve Allen, Mayor  
\_\_\_\_\_  
(title)

000

**LETTER OF INTENT TO MEET CONDITIONS**

Date \_\_\_\_\_

TO: United States Department of Agriculture

USDA Rural Development

\_\_\_\_\_  
(Name of USDA Agency)

441 Donelson Pk.  
Ste. 310  
Nashville, TN 37214

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_. It is our intent to meet all of them not later than \_\_\_\_\_.

ASHLAND CITY TOWN OF \_\_\_\_\_

(Name of Association)

BY \_\_\_\_\_

Steve Allen, Mayor \_\_\_\_\_

(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.*



LOAN RESOLUTION  
(Public Bodies)

A RESOLUTION OF THE \_\_\_\_\_  
OF THE \_\_\_\_\_ ASHLAND CITY TOWN OF \_\_\_\_\_  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING  
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
\_\_\_\_\_ Fire Truck Purchase \_\_\_\_\_  
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the \_\_\_\_\_ ASHLAND CITY TOWN OF \_\_\_\_\_  
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
896,500.00

pursuant to the provisions of \_\_\_\_\_ Laws of the State of Tennessee \_\_\_\_\_; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

Submitted:

Name:

Conf Nbr:



**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as \_\_\_\_\_ of the ASHLAND CITY TOWN OF \_\_\_\_\_  
 hereby certify that the \_\_\_\_\_ of such Association is composed of  
 \_\_\_\_\_ members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and  
 held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the foregoing resolution was adopted at such meeting  
 by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Government, said resolution  
 remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Title \_\_\_\_\_

Submitted:

Name:

Conf Nbr:

**United States Department of Agriculture  
Rural Housing Service**

**COMMUNITY FACILITIES GRANT AGREEMENT**

THIS GRANT AGREEMENT (Agreement) dated \_\_\_\_\_, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN \_\_\_\_\_ ASHLAND CITY TOWN OF \_\_\_\_\_

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Fire Truck Purchase The principal amount of the grant is \$ 100,000.00 (Grant Funds) which is 9.12 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 1,096,500.00 Grantee is able to finance and has committed \$ 996,500.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Submitted:

Name:

Conf Nbr:

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

Submitted:

Name:

Conf Nbr:

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).** Grant Agreement will reference VIN of fire truck purchased

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.



- (b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
- (c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

Fire Truck

J. Provide Financial Management Systems which will include:

- 1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
- 2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
- 4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;



N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$100,000.00 which it will advance to Grantee to meet not to exceed 9.12 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By \_\_\_\_\_  
Steve Allen, Mayor

and attested with its corporate seal affixed (if applicable) by  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE  
By \_\_\_\_\_

Submitted:

Name:

Conf Nbr:

REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b>			
<b>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.</b>			
<b>1. CASE NUMBER</b> ST CO BORROWER ID 48-011-*****0239		<b>LOAN NUMBER</b>	<b>FISCAL YEAR</b> 2020
<b>2. BORROWER NAME</b> ASHLAND CITY TOWN OF		<b>3. NUMBER NAME FIELDS</b> (1, 2, or 3 from Item 2)	
P.O. Box 36		<b>4. STATE NAME</b> Tennessee	
Ashland City, TN 37015		<b>5. COUNTY NAME</b> Cheatham	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	<b>8. COLLATERAL CODE</b> 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
<b>10. SEX CODE</b> 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN. FEMALE OWNED 6 - PUBLIC BODY	<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	<b>12. VETERAN CODE</b> 2 1 - YES 2 - NO	<b>13. CREDIT REPORT</b> 2 1 - YES 2 - NO
<b>14. DIRECT PAYMENT</b> 2 (See FMI)	<b>15. TYPE OF PAYMENT</b> 1 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	<b>16. FEE INSPECTION</b> 2 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)	
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
<b>19. TYPE OF ASSISTANCE</b> 075 (See FMI)	<b>20. PURPOSE CODE</b> 1	<b>21. SOURCE OF FUNDS</b>	<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
<b>23. TYPE OF SUBMISSION</b> 1 1 - INITIAL 2 - SUBSEQUENT	<b>24. AMOUNT OF LOAN</b> 896,500.00		<b>25. AMOUNT OF GRANT</b>
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>		<b>27. DATE OF APPROVAL</b> MO DAY YR	<b>28. INTEREST RATE</b> 2.375 %
<b>29. REPAYMENT TERMS</b> 15			
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)		<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
<b>33. OBLIGATION DATE</b> MO DA YR		<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)	

Submitted:

Name:

Conf Nbr:

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
This application is approved subject to the terms and conditions as outlined in the Letter of Conditions dated 6/5/2020.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date \_\_\_\_\_, 20\_\_\_\_ Steve Allen, Mayor (Signature of Applicant)

Date \_\_\_\_\_, 20\_\_\_\_ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Submitted:

Name:

Conf Nbr:

**CONTENTS**

GENERAL DESIGN AND CONSTRUCTION..... 19

QUALITY AND WORKMANSHIP ..... 20

DELIVERY ..... 20

MANUAL AND SERVICE INFORMATION..... 20

SAFETY VIDEO..... 20

PERFORMANCE TESTS..... 21

SERVICE AND WARRANTY SUPPORT ..... 21

LIABILITY..... 22

INSURANCE PROVIDED BY BIDDER ..... 22

COMMERCIAL GENERAL LIABILITY INSURANCE ..... 22

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE ..... 22

UMBRELLA/EXCESS LIABILITY INSURANCE ..... 22

INSURANCE PROVIDED BY MANUFACTURER ..... 23

PRODUCT LIABILITY INSURANCE ..... 23

UMBRELLA/EXCESS LIABILITY INSURANCE ..... 23

SINGLE SOURCE MANUFACTURER..... 24

SPECIAL INSTRUCTIONS ..... 24

NFPA 2016 STANDARDS ..... 24

NFPA COMPLIANCY..... 25

VEHICLE INSPECTION PROGRAM CERTIFICATION..... 25

INSPECTION CERTIFICATE..... 25

PUMP TEST ..... 26

GENERATOR TEST ..... 26

BREATHING AIR TEST ..... 26

INSPECTION TRIP(S) ..... 26

BID BOND..... 26

PERFORMANCE BOND NOT REQUESTED ..... 27

APPROVAL DRAWING ..... 27

ELECTRICAL WIRING DIAGRAMS..... 27

Ashland City Fire Department

ENFORCER CHASSIS ..... 28

WHEELBASE..... 28

GVW RATING..... 28

FRAME ..... 28

FRAME REINFORCEMENT ..... 28

FRONT NON DRIVE AXLE..... 28

FRONT SUSPENSION ..... 29

FRONT SHOCK ABSORBERS..... 30

FRONT OIL SEALS ..... 30

FRONT TIRES ..... 30

REAR AXLE..... 30

TOP SPEED OF VEHICLE ..... 30

REAR SUSPENSION..... 30

REAR OIL SEALS..... 31

REAR TIRES ..... 31

TIRE BALANCE ..... 31

TIRE PRESSURE MANAGEMENT ..... 31

FRONT HUB COVERS..... 31

REAR HUB COVERS ..... 31

CHROME LUG NUT COVERS ..... 31

MUD FLAPS ..... 32

AUTOMATIC TIRE CHAINS ..... 32

WHEEL CHOCKS..... 32

WHEEL CHOCK BRACKETS ..... 32

ANTI-LOCK BRAKE SYSTEM..... 32

BRAKES ..... 32

AIR COMPRESSOR, BRAKE SYSTEM ..... 32

BRAKE SYSTEM..... 33

BRAKE SYSTEM AIR DRYER..... 33

BRAKE LINES ..... 33

AIR INLET..... 33

Ashland City Fire Department

AIR OUTLET ..... 33

ALL WHEEL LOCK-UP ..... 34

ENGINE ..... 34

REPTO DRIVE..... 34

HIGH IDLE ..... 34

ENGINE BRAKE ..... 35

CLUTCH FAN ..... 35

ENGINE AIR INTAKE ..... 35

EXHAUST SYSTEM ..... 35

RADIATOR ..... 35

COOLANT LINES ..... 36

FUEL TANK ..... 36

DIESEL EXHAUST FLUID TANK ..... 37

FUEL COOLER..... 37

FUEL FILL DOOR..... 37

TRANSMISSION..... 37

TRANSMISSION SHIFTER ..... 37

TRANSMISSION PROGRAMMING ..... 38

TRANSMISSION COOLER..... 38

DOWNSHIFT MODE (w/engine brake) ..... 38

DRIVELINE ..... 38

STEERING..... 38

STEERING WHEEL..... 38

LOGO AND CUSTOMER DESIGNATION ON DASH..... 39

BUMPER..... 39

    Gravel Pan ..... 39

LEFT SIDE HOSE TRAY ..... 39

BUMPER HOSE RESTRAINT ..... 39

RIGHT SIDE HOSE TRAY ..... 39

BUMPER HOSE RESTRAINT ..... 40

TOW EYES ..... 40

Ashland City Fire Department

FRONT BUMPER NOTCH..... 40

SIDE ZONE LIGHT MOUNTING..... 40

FRONT BUMPER LINE-X COATING..... 40

CAB..... 40

CAB ROOF DRIP RAIL..... 42

CAB PUMP ENCLOSURE ..... 42

INTERIOR CAB INSULATION..... 42

FENDER LINERS ..... 42

PANORAMIC WINDSHIELD..... 42

WINDSHIELD WIPERS ..... 42

ENGINE TUNNEL..... 43

CAB REAR WALL EXTERIOR COVERING..... 43

CAB LIFT ..... 43

    Cab Lift Interlock..... 43

GRILLE ..... 44

DOOR JAMB SCUFFPLATES..... 44

MIRRORS..... 44

DOORS..... 44

    Door Panels..... 45

ELECTRIC OPERATED CAB DOOR WINDOWS ..... 45

CAB STEPS..... 45

CAB EXTERIOR HANDRAILS..... 45

STEP LIGHTS..... 45

FENDER CROWNS..... 46

INTERIOR CREW CAB DOOR HANDRAIL..... 46

INTERIOR FRONT CAB DOOR HANDRAIL ..... 46

LIGHTED HANDRAIL BELOW CAB WINDSHIELD..... 46

CREW CAB WINDOWS..... 46

BEHIND RIGHT SIDE CAB DOOR WINDOW TINT ..... 46

BEHIND LEFT SIDE CAB DOOR WINDOW TINT..... 46

MOUNTING PLATE ON ENGINE TUNNEL..... 46

Ashland City Fire Department

CAB INTERIOR ..... 47

CAB INTERIOR UPHOLSTERY ..... 47

CAB INTERIOR PAINT ..... 47

CAB FLOOR ..... 47

DEFROST/AIR CONDITIONING SYSTEM..... 47

    Cab Defroster ..... 48

    Cab/Crew Auxiliary Heater ..... 48

    Air Conditioning ..... 48

    Climate Control..... 49

    Gravity Drain Tubes..... 49

CAB DEFROSTER..... 49

SUN VISORS..... 50

GRAB HANDLES..... 50

ENGINE COMPARTMENT LIGHTS ..... 50

ACCESS TO ENGINE DIPSTICKS..... 50

STORAGE BOX..... 50

MAP BOX..... 50

CAB SAFETY SYSTEM..... 51

FRONTAL IMPACT PROTECTION ..... 51

SIDE ROLL PROTECTION..... 52

SEATING CAPACITY ..... 52

DRIVER SEAT ..... 52

OFFICER SEAT ..... 52

REAR FACING DRIVER SIDE OUTBOARD SEAT ..... 53

REAR FACING PASSENGER SIDE OUTBOARD SEAT ..... 53

FORWARD FACING CENTER CABINET ..... 54

    Cabinet Light ..... 54

SEAT UPHOLSTERY ..... 54

AIR BOTTLE HOLDERS..... 54

SEAT BELTS ..... 54

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT ..... 55



Ashland City Fire Department

CAB DOME LIGHTS ..... 55

PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT ..... 55

CAB INSTRUMENTATION ..... 55

    Gauges ..... 56

    Indicator Lamps ..... 57

    Alarms ..... 58

    Indicator Lamp and Alarm Prove-Out ..... 58

    Control Switches ..... 58

    Custom Switch Panels ..... 60

    Diagnostic Panel ..... 60

    Cab LCD Display ..... 60

AIR RESTRICTION INDICATOR ..... 61

"DO NOT MOVE APPARATUS" INDICATOR ..... 61

DO NOT MOVE TRUCK MESSAGES ..... 61

SWITCH PANELS ..... 62

WIPER CONTROL ..... 62

HOURMETER - AERIAL DEVICE ..... 62

AERIAL MASTER ..... 62

AERIAL PTO SWITCH ..... 62

SPARE CIRCUIT ..... 62

SPECIAL PUC GAUGE LOCATION ..... 63

RADIO WITH CD PLAYER ..... 63

Center Storage Bin ..... 63

SWIVEL MOUNT ..... 63

INFORMATION CENTER ..... 63

    General Screen Design ..... 64

    Home/Transit Screen ..... 64

    On Scene Screen ..... 65

    Virtual Buttons ..... 65

    Page Screen ..... 65

COLLISION MITIGATION ..... 67

Ashland City Fire Department

VEHICLE DATA RECORDER..... 68  
     Seat Belt Monitoring System ..... 68  
 INTERCOM SYSTEM ..... 69  
 RADIO / INTERCOM INTERFACE CABLE..... 69  
 WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET ..... 70  
 WIRELESS UNDER HELMET, INTERCOM ONLY HEADSET ..... 70  
 HEADSET HANGERS ..... 70  
 INTERFACE INTERCOM TO AM/FM RADIO ..... 71  
 RADIO ANTENNA MOUNT ..... 71  
 VEHICLE CAMERA SYSTEM..... 71  
 FORWARD & INTERIOR RECORDING CAMERA SYSTEM ..... 71  
 KNOX-BOX ..... 72  
 ELECTRICAL POWER CONTROL SYSTEM ..... 72  
     Solid-State Control System ..... 72  
     Circuit Protection and Control Diagram ..... 73  
     On-Board Electrical System Diagnostics ..... 73  
     Prognostics..... 74  
     Advanced Diagnostics ..... 74  
     Tech Module With WiFi ..... 74  
     Indicator Light and Alarm Prove-Out System ..... 75  
     Voltage Monitor System ..... 75  
     Power and Ground Studs ..... 75  
     Enhanced Software ..... 75  
     EMI/RFI Protection ..... 75  
 ELECTRICAL..... 76  
 BATTERY SYSTEM..... 77  
 BATTERY SYSTEM..... 77  
 MASTER BATTERY SWITCH ..... 77  
 BATTERY COMPARTMENTS ..... 77  
 JUMPER STUDS ..... 78  
 BATTERY CHARGER..... 78

Ashland City Fire Department

SHORELINE INLET ..... 78

ALTERNATOR ..... 79

ELECTRONIC LOAD MANAGER ..... 79

SEQUENCER ..... 80

HEADLIGHTS ..... 80

DIRECTIONAL LIGHTS ..... 80

INTERMEDIATE LIGHT ..... 81

CAB CLEARANCE/MARKER/ID LIGHTS ..... 81

FRONT CAB SIDE CLEARANCE/MARKER LIGHTS ..... 81

REAR CLEARANCE/MARKER/ID LIGHTING ..... 81

MARKER LIGHTS ..... 82

REAR FMVSS LIGHTING ..... 82

LICENSE PLATE BRACKET ..... 82

BACK-UP ALARM ..... 83

CAB PERIMETER SCENE LIGHTS ..... 83

PUMP HOUSE PERIMETER LIGHTS ..... 83

BODY PERIMETER SCENE LIGHTS ..... 83

STEP LIGHTS ..... 83

12 VOLT LIGHT BRACKET ..... 84

12 VOLT LIGHTING ..... 84

12 VOLT LIGHTING ..... 84

12 VOLT LIGHTING ..... 84

HOSE BED LIGHTS ..... 85

REAR SCENE LIGHT(S) ..... 85

WALKING SURFACE LIGHT ..... 85

WATER TANK ..... 85

HOSE BED ..... 86

AERIAL HOSE BED HOSE RESTRAINT ..... 87

RUNNING BOARDS ..... 87

TURNTABLE STEPS ..... 87

STEP LIGHTS ..... 88

Ashland City Fire Department

SMOOTH ALUMINUM REAR WALL..... 88

TOW EYES ..... 88

COMPARTMENTATION ..... 88

UNDERBODY SUPPORT SYSTEM ..... 88

AGGRESSIVE WALKING SURFACE ..... 89

LOUVERS..... 89

TESTING OF BODY DESIGN..... 89

LEFT SIDE COMPARTMENTATION ..... 89

RIGHT SIDE COMPARTMENTATION..... 90

REAR COMPARTMENT ..... 90

SIDE COMPARTMENT ROLL-UP DOORS ..... 91

REAR BUMPER..... 91

COMPARTMENT LIGHTING ..... 92

MOUNTING TRACKS ..... 92

ADJUSTABLE SHELVES ..... 92

SLIDE-OUT FLOOR MOUNTED TRAY ..... 92

BACKBOARD STORAGE ..... 93

RUB RAIL ..... 93

BODY FENDER CROWNS..... 93

HARD SUCTION HOSE..... 93

AIR BOTTLE STORAGE..... 93

EXTENSION LADDER..... 94

AERIAL EXTENSION LADDER ..... 94

ROOF LADDERS..... 94

AERIAL FOLDING LADDER ..... 94

GROUND LADDER STORAGE ..... 94

PIKE POLES..... 94

8' PIKE POLE..... 95

6' PIKE POLE..... 95

3' PIKE POLE..... 95

PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE ..... 95

Ashland City Fire Department

BELL ..... 95

PUMP ..... 95

PUMP MOUNTING ..... 96

MECHANICAL SEALS ..... 97

PUMP GEAR CASE ..... 97

CLUTCH ..... 97

PUMPING MODE ..... 97

PUMP SHIFT ..... 98

TRANSMISSION LOCK UP ..... 98

AUXILIARY COOLING SYSTEM ..... 98

INTAKE RELIEF VALVE ..... 98

PRESSURE CONTROLLER ..... 99

PRIMING PUMP ..... 100

PUMP MANUALS ..... 100

PLUMBING, STAINLESS STEEL AND HOSE ..... 100

FOAM SYSTEM PLUMBING ..... 101

MAIN PUMP INLETS ..... 101

MAIN PUMP INLET CAP ..... 101

INLET VALVES WITH INTAKE RELIEF VALVE ..... 101

INLET VALVES WITH INTAKE RELIEF VALVE ..... 102

VALVES ..... 102

LEFT SIDE INLET ..... 102

RIGHT SIDE INLET ..... 102

ANODE, INLET ..... 103

INLET CONTROL ..... 103

REAR INLET ..... 103

INLET BLEEDER VALVE ..... 103

TANK TO PUMP ..... 103

TANK REFILL ..... 103

LEFT SIDE DISCHARGE OUTLETS ..... 104

RIGHT SIDE DISCHARGE OUTLETS ..... 104

Ashland City Fire Department

LARGE DIAMETER DISCHARGE OUTLET ..... 104

FRONT DISCHARGE OUTLET ..... 104

DISCHARGE CAPS/ INLET PLUGS..... 105

OUTLET BLEEDER VALVE..... 105

LARGE DIAMETER OUTLET CAP ..... 105

DISCHARGE OUTLET CONTROLS..... 105

AERIAL OUTLET ..... 106

CROSSLAY MODULE ..... 106

ROLL-UP DOOR, CROSSLAY ENDS, PUC..... 106

CROSSLAY COMPARTMENT LIGHTING..... 106

CROSSLAY(S), LOWER..... 107

    1.50" Crosslays ..... 107

    Crosslay Hose Trays ..... 107

CROSSLAY(S), UPPER ..... 107

    2.50" Crosslay ..... 107

    Crosslay Hose Trays ..... 108

BOOSTER HOSE REEL..... 108

HOSE REEL NOZZLE ..... 108

HUSKY 3 FOAM PROPORTIONER ..... 108

    System Capacity..... 109

    Control System ..... 109

    Hydraulic Drive System ..... 110

    Foam Concentrate Pump ..... 110

    External Foam Concentrate Connection..... 110

    Panel Mounted External Pick-Up Connection / Valve..... 110

    Pick-Up Hose ..... 110

    Discharges ..... 110

    System Electrical Load ..... 110

SINGLE FOAM TANK REFILL..... 111

FOAM CELL..... 111

FOAM TANK DRAIN..... 111

Ashland City Fire Department

PUC MODULE ..... 111

PUMP CONTROL PANELS (Left Side Control) ..... 111

PASSENGER SIDE PUC MODULE COMPARTMENT ..... 112

PUMP PANEL CONFIGURATION ..... 113

PUMP OPERATOR'S PLATFORM ..... 113

PUMP OPERATOR'S PLATFORM PERIMETER LIGHT ..... 113

PUMP AND GAUGE PANEL ..... 113

PUMP AND PLUMBING ACCESS ..... 113

PUMP COMPARTMENT LIGHT ..... 114

THROTTLE READY GREEN INDICATOR LIGHT ..... 114

VACUUM AND PRESSURE GAUGES ..... 114

PRESSURE GAUGES ..... 114

WATER LEVEL GAUGE ..... 115

MINI SLAVE UNIT ..... 115

FOAM LEVEL GAUGE ..... 115

SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING ..... 115

AIR HORN SYSTEM ..... 116

    Air Horn Location ..... 116

AIR HORN CONTROL ..... 116

ELECTRONIC SIREN ..... 116

SPEAKERS ..... 116

AUXILIARY MECHANICAL SIREN ..... 116

FRONT ZONE UPPER WARNING LIGHTS ..... 117

SIDE WARNING LIGHTS ..... 117

FRONT ZONE LOWER LIGHTS ..... 118

ROTO RAY LIGHT ..... 118

HEADLIGHT FLASHER ..... 119

SIDE ZONE LOWER LIGHTING ..... 119

REAR ZONE LOWER LIGHTING ..... 119

REAR/SIDE ZONE UPPER WARNING LIGHTS ..... 119

TRAFFIC DIRECTING LIGHT ..... 119

Ashland City Fire Department

ELECTRICAL SYSTEM GENERAL DESIGN for ALTERNATING CURRENT ..... 120

- General..... 120
- Grounding..... 120
- Operation..... 121
- Overcurrent protection..... 121
- Wiring Methods ..... 121
- Wiring Identification ..... 122
- Wet Locations..... 122
- Dry Locations ..... 122
- Listing..... 123
- Electrical System Testing ..... 123
- Operational Test per Current NFPA 1901 Standard..... 123

GENERATOR ..... 123

- Generator Instruments and Controls ..... 124

GENERATOR LOCATION ..... 124

GENERATOR START..... 124

CIRCUIT BREAKER PANEL..... 124

ELECTRIC CORD REEL ..... 124

CORD ..... 124

PORTABLE JUNCTION BOX ..... 124

FOUR (4)-SECTION 107 FOOT AERIAL LADDER ..... 125

CONSTRUCTION STANDARDS ..... 125

LADDER CONSTRUCTION..... 126

VERTICAL HEIGHT ..... 127

HORIZONTAL REACH ..... 127

TURNTABLE..... 127

ELEVATION SYSTEM ..... 128

EXTENSION/RETRACTION SYSTEM ..... 129

MANUAL OVERRIDE CONTROLS ..... 129

LADDER SLIDE MECHANISM ..... 129

ROTATION SYSTEM..... 129



Ashland City Fire Department

ROTATION INTERLOCK..... 130

LADDER CRADLE INTERLOCK SYSTEM..... 130

AERIAL TORQUE BOX/PEDESTAL..... 130

LOAD CAPACITIES..... 130

35 MPH WIND CONDITIONS/WATERWAY DRY ..... 131

35 MPH WIND CONDITIONS/WATERWAY CHARGED ..... 131

BOOM SUPPORT..... 131

AERIAL BOOM SUPPORT LIGHT..... 131

AERIAL BOOM PANEL..... 132

EXTENSION INDICATOR..... 132

FOLDING STEPS ..... 132

AERIAL DEVICE RUNG COVERS ..... 132

LIGHTS FOR TURNTABLE WALKWAY ..... 132

INFORMATION CENTER ..... 133

OPERATION..... 133

GENERAL SCREEN DESIGN ..... 133

PAGE SCREENS..... 133

MENU SCREENS ..... 135

LOWER STABILIZER CONTROL STATIONS..... 136

TURNTABLE CONTROL STATION..... 136

HIGH IDLE ..... 137

STABILIZERS..... 137

STABILIZER CONTROLS..... 139

STABILIZER CONTROL BOX ALUMINUM DOOR..... 140

STABILIZER PLACEMENT..... 140

HYDRAULIC SYSTEM..... 140

HYDRAULIC CYLINDERS..... 142

POWER TAKEOFF/HYDRAULIC PUMP ..... 142

EMERGENCY PUMP..... 142

AERIAL CONTROL VALVE ..... 143

OIL RESERVOIR ..... 143

Ashland City Fire Department

RETURN FILTER..... 143

HYDRAULIC SWIVEL..... 143

ELECTRIC SWIVEL..... 143

WATER SWIVEL ..... 144

13-BIT ABSOLUTE ENCODER ..... 144

ELECTRICAL SYSTEM ..... 144

SPOTLIGHTS ..... 146

STABILIZER WARNING LIGHTS ..... 146

STABILIZER BEAM WARNING LIGHTS ..... 146

STABILIZER SCENE LIGHTS ..... 146

120-VOLT RECEPTACLE AT TIP ..... 146

120 VOLT LIGHTING AT TIP..... 147

2-WAY AERIAL COMMUNICATION SYSTEM ..... 147

AERIAL PEDESTAL..... 147

LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT ..... 147

RESCUE LIFTING SYSTEM..... 147

AIR HORN CONTROL AT AERIAL TURNTABLE ..... 147

AERIAL TURNTABLE MANSAYER™ BARS..... 147

WATER SYSTEM ..... 148

WATERWAY SEALS ..... 148

AERIAL MONITOR ..... 149

WIRELESS REMOTE AERIAL MONITOR CONTROL ..... 149

AERIAL WATERWAY FLOW METER ..... 149

REAR INLET..... 149

WATERWAY LOCKING SYSTEM ..... 149

TOOLS..... 149

MANUALS..... 150

INITIAL INSTRUCTION ..... 150

LOOSE EQUIPMENT ..... 150

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT..... 150

SOFT SUCTION HOSE ..... 151

Ashland City Fire Department

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT ..... 151

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT ..... 152

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT ..... 152

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT ..... 152

PAINT - BODY PAINTED TO MATCH CAB..... 152

    PAINT - ENVIRONMENTAL IMPACT ..... 154

PAINT CHASSIS FRAME ASSEMBLY ..... 154

PAINT, REAR WHEELS ..... 155

CROSSLAY ROLL UP DOOR PAINT BREAK..... 155

COMPARTMENT INTERIOR PAINT ..... 155

AERIAL DEVICE PAINT COLOR..... 155

REFLECTIVE STRIPES..... 156

REAR CHEVRON STRIPING ..... 156

REFLECTIVE STRIPE ON STABILIZERS..... 157

"Z" JOG IN REFLECTIVE STRIPE ..... 157

CAB DOOR REFLECTIVE STRIPE ..... 157

LETTERING ..... 157

LETTERING..... 157

WEB SITE ADDRESS LETTERING, REFLECTIVE..... 157

LETTERING..... 157

LETTERING..... 157

LETTERING..... 157

LETTERING..... 158

LETTERING..... 158

LETTERING..... 158

EMBLEM..... 158

EMBLEM..... 158

EMBLEM..... 158

LETTERING/NUMERALS ON CAB GRILLE..... 158

FIRE APPARATUS PARTS MANUAL ..... 158

    Service Parts Internet Site..... 159

Ashland City Fire Department

CHASSIS SERVICE MANUALS ..... 159

CHASSIS OPERATION MANUAL ..... 159

ONE (1) YEAR MATERIAL AND WORKMANSHIP ..... 159

ENGINE WARRANTY ..... 159

STEERING GEAR WARRANTY ..... 159

FIFTY (50) YEAR STRUCTURAL INTEGRITY ..... 160

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY ..... 160

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY ..... 160

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY  
..... 160

TEN (10) YEAR STRUCTURAL INTEGRITY ..... 160

TEN (10) YEAR PRO-RATED PAINT AND CORROSION ..... 160

FIVE (5) YEAR MATERIAL AND WORKMANSHIP ..... 160

CAMERA SYSTEM WARRANTY ..... 160

COMPARTMENT LIGHT WARRANTY ..... 160

TRANSMISSION WARRANTY ..... 160

TRANSMISSION COOLER WARRANTY ..... 160

WATER TANK WARRANTY ..... 161

TEN (10) YEAR STRUCTURAL INTEGRITY ..... 161

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY ..... 161

SIX (6) YEAR PARTS, ONE (1) YEAR LABOR ..... 161

TEN (10) YEAR PUMP PLUMBING WARRANTY ..... 161

FOAM SYSTEM WARRANTY ..... 161

TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY ..... 161

AERIAL SWIVEL WARRANTY ..... 161

HYDRAULIC SYSTEM COMPONENTS WARRANTY ..... 161

HYDRAULIC SEAL WARRANTY ..... 161

AERIAL WATERWAY WARRANTY ..... 162

FOUR (4) YEAR PRO-RATED PAINT AND CORROSION ..... 162

SIX (6) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY ..... 162

TEN (10) YEAR PRO-RATED PAINT AND CORROSION ..... 162

Ashland City Fire Department

THREE (3) YEAR MATERIAL AND WORKMANSHIP ..... 162

VEHICLE STABILITY CERTIFICATION ..... 162

ENGINE INSTALLATION CERTIFICATION ..... 162

POWER STEERING CERTIFICATION..... 162

CAB INTEGRITY CERTIFICATION ..... 162

    Roof Crush ..... 163

    Side Impact ..... 163

    Frontal Impact ..... 163

    Additional Frontal Impact..... 163

CAB DOOR DURABILITY CERTIFICATION ..... 163

WINDSHIELD WIPER DURABILITY CERTIFICATION ..... 163

ELECTRIC WINDOW DURABILITY CERTIFICATION ..... 163

SEAT BELT ANCHOR STRENGTH..... 164

SEAT MOUNTING STRENGTH ..... 164

PERFORMANCE CERTIFICATIONS ..... 164

    Cab Air Conditioning..... 164

    Cab Defroster ..... 164

    Cab Auxiliary Heater..... 164

AMP DRAW REPORT ..... 164

## Ashland City Fire Department

Emergency Vehicle Specialists is pleased to submit a proposal to Ashland City Fire Department for a **Pierce® 107' Heavy Duty Aerial Ladder** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

### **GENERAL DESIGN AND CONSTRUCTION**

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

### **QUALITY AND WORKMANSHIP**

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least five (5) fire departments/municipalities that have purchased vehicles for a second time is provided.

### **DELIVERY**

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

### **MANUAL AND SERVICE INFORMATION**

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

### **SAFETY VIDEO**

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including

the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

### **PERFORMANCE TESTS**

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.

### **SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Emergency Vehicle Specialists/G&W Diesel by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via [Pierceparts.com](http://Pierceparts.com) which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVT's, and offers hands-on repair and maintenance training classes multiple times a year.



**LIABILITY**

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

**INSURANCE PROVIDED BY BIDDER**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:\$1,000,000

**UMBRELLA/EXCESS LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:\$3,000,000

Each Occurrence:\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

## Ashland City Fire Department

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

### **INSURANCE PROVIDED BY MANUFACTURER**

#### **PRODUCT LIABILITY INSURANCE**

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

#### **UMBRELLA/EXCESS LIABILITY INSURANCE**

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the

## Ashland City Fire Department

above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

### **SINGLE SOURCE MANUFACTURER**

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

### **SPECIAL INSTRUCTIONS**

The apparatus being proposed will be designed and built to match the 29371. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.

### **NFPA 2016 STANDARDS**

This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

## Ashland City Fire Department

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

### **NFPA COMPLIANCY**

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

### **VEHICLE INSPECTION PROGRAM CERTIFICATION**

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

### **INSPECTION CERTIFICATE**

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.

## Ashland City Fire Department

- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

### **PUMP TEST**

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

### **GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

### **BREATHING AIR TEST**

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

### **INSPECTION TRIP(S)**

The bidder will provide two (2) factory inspection trip(s) for 2 customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

### **BID BOND**

A bid bond as security for the bid in the form of a 10% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Department's list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language which assures that the bidder/principal will give a bond or bonds, as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

## Ashland City Fire Department

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

### **PERFORMANCE BOND NOT REQUESTED**

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

### **APPROVAL DRAWING**

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

### **ELECTRICAL WIRING DIAGRAMS**

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

**ENFORCER CHASSIS**

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

**WHEELBASE**

The wheelbase of the vehicle will be 242.00.

**GVW RATING**

The gross vehicle weight rating will be 56,300.

**FRAME**

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x 0.375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

**FRAME REINFORCEMENT**

A full-length mainframe "C" liner will be provided.

The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x .25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

In addition, a L-shaped steel channel reinforcement will be located under each mainframe rail.

**FRONT NON DRIVE AXLE**

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each

## Ashland City Fire Department

bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing shall be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

### **FRONT SUSPENSION**

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.



**FRONT SHOCK ABSORBERS**

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

**FRONT OIL SEALS**

Oil seals with viewing window will be provided on the front axle.

**FRONT TIRES**

Front tires will be Goodyear® 425/65R22.50 radials, 20 ply G296 MSA tread, rated for 22,800 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

**REAR AXLE**

The rear axle will be a Meritor™, Model RS-30-185, with a capacity of 33,500 lb.

**TOP SPEED OF VEHICLE**

NFPA 1901, 2016 edition requires limits on the top speed of vehicles. NFPA 4.15.2 requires that the maximum top speed of fire apparatus with a GVWR over 26,000 lb will not exceed either 68 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. NFPA 4.15.3 requires that if the combined water tank and foam agent tank on the fire apparatus exceed 1250 gallons or the GVWR of the vehicle is over 50,000 lb, the maximum top speed of the apparatus will not exceed either 60 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. It is the intention of the standard to improve safety by limiting the speed of all apparatus to 68 mph, and tankers or heavy apparatus to 60 mph. By requesting an exception to this requirement, the purchasing authority is consciously choosing to operate their apparatus at speeds above the limits designated as safe speeds by the NFPA Technical Committee on Fire Department Apparatus.

The top speed of the apparatus as manufactured exceeds the NFPA requirements. Per fire department specification of a top speed that exceeds NFPA requirements, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution.

A rear axle ratio will be furnished to allow the vehicle to reach an approximate top speed of 70 MPH.

**REAR SUSPENSION**

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, with a ground rating of 33,500 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to

## Ashland City Fire Department

acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

### **REAR OIL SEALS**

Oil seals will be provided on the rear axle(s).

### **REAR TIRES**

Rear tires will be four (4) Goodyear 315/80R22.50 radials with 20 ply G289 WHA tread, rated for 36,360 lb maximum axle load and 68 mph maximum speed.

The outside tires will be mounted on Alcoa© 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

The inside tires will be mounted on Accuride® 22.50" x 9.00" steel disc wheels with a ten (10) stud, 11.25" bolt circle.

### **TIRE BALANCE**

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

### **TIRE PRESSURE MANAGEMENT**

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

### **FRONT HUB COVERS**

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

### **REAR HUB COVERS**

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

### **CHROME LUG NUT COVERS**

Chrome lug nut covers will be supplied on front and rear wheels.

**MUD FLAPS**

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

**AUTOMATIC TIRE CHAINS**

One (1) pair of Rud 10-strand automatic tire chains will be provided at the rear axle. The system will be an electric-over-air type. A switch to engage/disengage the chains will be provided on the cab instrument panel. This system will be operable at speeds up to 35 mph.

**WHEEL CHOCKS**

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

**WHEEL CHOCK BRACKETS**

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted below the left side rear compartment.

**ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

**BRAKES**

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 8.63" cam operated with automatic slack adjusters. Dust shields cannot be provided.

**AIR COMPRESSOR, BRAKE SYSTEM**

The air compressor will be a Bendix®, Model BA-921, with 15.80 cubic feet per minute output at 1,250 rpm.

## **BRAKE SYSTEM**

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 5,376 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

## **BRAKE SYSTEM AIR DRYER**

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

## **BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

## **AIR INLET**

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

## **AIR OUTLET**

One (1) air outlet will be installed with a female coupling located DS Door Step. This system will tie into the "wet" tank of the brake system, include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air, and include a quarter turn shut off valve mounted at the tank. The valve and hoses will be mounted to the tank as high as possible to ensure maximum clearance and protect the lines from being damaged by brush and rocks during off-road operations.

**ALL WHEEL LOCK-UP**

An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.

**ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

Make:	Detroit™
Model:	DD13®
Power:	525 hp at 1625 rpm
Torque:	1850 lb-ft at 1075 rpm
Governed Speed:	Full Load - 1900 rpm Road/2080 rpm Parked PTO
Emissions Certification:	EPA 2016 (GHG17)
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	781 cubic inches (12.8L)
Starter:	Delco Remy 39MT™
Fuel Filters:	Dual cartridge style with check valve, water separator, and water in fuel sensor

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

**REPTO DRIVE**

A rear engine power take off will be provided to drive the water pump. A vibration dampener will be provided between the REPTO and water pump. Transmission PTO's used to drive the water pump will not be allowed due to their lower torque ratings. The rear engine power take off will be the same as used extensively throughout the construction industry. Rear engine PTO's allow for continuous 240 hp and 480 lb-ft torque ratings needed for large pump applications. The rear engine power take off will have the same warranty as the engine provided by the engine manufacturer.

**HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

## Ashland City Fire Department

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

### **ENGINE BRAKE**

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device when required.

### **CLUTCH FAN**

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

### **ENGINE AIR INTAKE**

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.

### **EXHAUST SYSTEM**

The exhaust system will include a diesel particulate filter (DPF) and a selective catalytic reduction (SCR) device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the SCR device and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and SCR to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

### **RADIATOR**

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

## Ashland City Fire Department

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

### **COOLANT LINES**

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

### **FUEL TANK**

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

## Ashland City Fire Department

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

### **DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, painted door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

### **FUEL COOLER**

An air to fuel cooler will be installed in the engine fuel return line.

### **FUEL FILL DOOR**

Fuel fill door will be painted job color.

### **TRANSMISSION**

An Allison 5th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with red light and buzzer will be installed on the cab instrument panel.

### **TRANSMISSION SHIFTER**

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.



The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

### **TRANSMISSION PROGRAMMING**

The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

### **TRANSMISSION COOLER**

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

### **DOWNSHIFT MODE (W/ENGINE BRAKE)**

The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 2nd gear from 6th gear, resulting in improved engine braking performance.

### **DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it.

The slip joint will be coated with Glidecoat® or equivalent.

### **STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

### **STEERING WHEEL**

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

**LOGO AND CUSTOMER DESIGNATION ON DASH**

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Ashland

The second row of text will be: City

The third row of text will be: Fire Department

**BUMPER**

A one (1) piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 22.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

**Gravel Pan**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

**LEFT SIDE HOSE TRAY**

A hose tray will be placed in the left side of the extended bumper. The hose tray will be 13.00" deep.

The tray will have a capacity of 100' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes will be provided.

**BUMPER HOSE RESTRAINT**

There will be one (1) pair hose tray restraint straps located over the left side mounted tray.

The restraints will be a pair of 2.00" wide black nylon straps with Velcro fasteners provided. The strap(s) will be used to secure the hose in the tray.

**RIGHT SIDE HOSE TRAY**

A hose tray will be placed in the right side of the extended bumper.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

## Ashland City Fire Department

Black rubber grating will be provided at the bottom of the tray. Drain holes will be provided.

### **BUMPER HOSE RESTRAINT**

There will be one (1) pair hose tray restraint straps over the right side hose tray.

The restraints will be a pair of 2.00" wide black nylon straps with Velcro fasteners provided. The strap(s) will be used to secure the hose in the tray.

### **TOW EYES**

Two (2) tow eyes will be mounted through the front face of the bumper.

The inner and outer edges of the tow eyes will have a .25" radius.

The tow eyes will be mounted directly to the bumper frame.

Cutouts will be provided in the front face of the stainless steel bumper to allow the tow eyes to extend out the front.

The tow eyes will be designed and positioned to allow up to a 9,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.

The tow eyes will be painted job color.

### **FRONT BUMPER NOTCH**

The front bumper will be notched for recessing of the Q2B siren. The notch will be designed so that the bumper is one continuous piece. The notch will be welded in place for strength with a continuous top and bottom flange. All welds will be metal finished for appearance. The siren will be located center of the bumper.

### **SIDE ZONE LIGHT MOUNTING**

The front lower warning lights on each side will be recessed into the side of the bumper extension to protect the light from damage.

The recessed bracket will be made of polished stainless steel.

### **FRONT BUMPER LINE-X COATING**

Protective black Line-X® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized Line-X dealer.

### **CAB**

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

## Ashland City Fire Department

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 53.50" in the forward facing outboard positions and 44.50" in the forward facing center position.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

## Ashland City Fire Department

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

### **CAB ROOF DRIP RAIL**

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

### **CAB PUMP ENCLOSURE**

The rear of the cab shall be made to house the fire pump below the forward facing crew cab seats. The cab side panels shall be notched to accommodate the pump panel.

### **INTERIOR CAB INSULATION**

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

### **FENDER LINERS**

Full circular inner fender liners in the wheel wells will be provided.

### **PANORAMIC WINDSHIELD**

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

### **WINDSHIELD WIPERS**

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

**ENGINE TUNNEL**

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

**CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate that covers the entire rear wall.

**CAB LIFT**

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

**Cab Lift Interlock**

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

**GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

**DOOR JAMB SCUFFPLATES**

All cab door jambs will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.

**MIRRORS**

A Retraco, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

**DOORS**

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 63.37" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

### **Door Panels**

The inner cab door panels will be constructed out of brushed stainless steel.

### **ELECTRIC OPERATED CAB DOOR WINDOWS**

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

### **CAB STEPS**

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

### **CAB EXTERIOR HANDRAILS**

A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with blue LED lights. The lights will be activated with a separate switch in the cab. The LED lights may be load managed.

### **STEP LIGHTS**

There will be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.



## Ashland City Fire Department

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

### **FENDER CROWNS**

Stainless steel fender crowns will be installed at the cab wheel openings.

### **INTERIOR CREW CAB DOOR HANDRAIL**

A handrail will be provided on each interior crew cab door pan. The handrails will be mounted at a 45 degree angle. These are in addition to the standard crew cab door handle.

### **INTERIOR FRONT CAB DOOR HANDRAIL**

A handrail will be provided on each interior front cab door pan. The handrails will be mounted at a 45 degree angle. These are in addition to the standard cab door handle.

### **LIGHTED HANDRAIL BELOW CAB WINDSHIELD**

A 10.00" long Hansen aluminum knurled handrail will be mounted below the front cab windshield, one (1) on each side.

Each handrail will be provided with blue LED lights.

The lights will be activated with a separate switch in the cab.

### **CREW CAB WINDOWS**

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.

### **BEHIND RIGHT SIDE CAB DOOR WINDOW TINT**

The window behind the right side front cab door will be tinted medium gray.

### **BEHIND LEFT SIDE CAB DOOR WINDOW TINT**

The window behind the left side front cab door will be tinted medium gray.

### **MOUNTING PLATE ON ENGINE TUNNEL**

Equipment installation provisions will be installed on the engine tunnel.

A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

**CAB INTERIOR**

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The officer side dash will be a flat faced design to provide easy maintenance and will be constructed out of painted aluminum.

The instrument cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument cluster.

The engine tunnel will be painted aluminum to match the cab interior.

To provide a deluxe automotive interior the side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on aluminum sheet and securely fastened to interior cab ceiling.

Forward portion of cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

**CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be 36 oz light gray vinyl.

**CAB INTERIOR PAINT**

The cab interior metal surfaces, excluding the rear heater panels, will be painted gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

**CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

**DEFROST/AIR CONDITIONING SYSTEM**

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

### **Cab Defroster**

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

One (1) adjustable will be directed towards the left side cab window

- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

### **Cab/Crew Auxiliary Heater**

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in both the outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions..

### **Air Conditioning**

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Five (5) will be directed towards crew cab area

A high efficiency particulate filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

### **Climate Control**

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

### **Gravity Drain Tubes**

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

### **CAB DEFROSTER**

To provide maximum defrost and heating performance, a 43,500 BTU heater-defroster unit with 350 CFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the vacuum formed instrument panel. For easy access, a removable vacuum formed cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

### **SUN VISORS**

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

### **GRAB HANDLES**

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

### **ENGINE COMPARTMENT LIGHTS**

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

### **ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

### **STORAGE BOX**

There will be two (2) storage box(es) designed to hold and dispense boxes of latex gloves provided.

Each box will be constructed of aluminum and located One Mounted each side rear of wall under jump seats.

Each storage box will be 10.00" wide x 5.00" high x 3.50" deep and painted to match the cab interior. A slot will be provided on the top of each box to dispense the gloves.

### **MAP BOX**

A map box with six (6) bins, open from top, will be installed between driver and officer. The map box will be divided into six (6) bins, each being 11.88" wide x 4.00" deep x 8.00" high. The map box will be constructed of .125" aluminum and will be painted to match the cab interior.

### **CAB SAFETY SYSTEM**

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

### **FRONTAL IMPACT PROTECTION**

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag

## Ashland City Fire Department

- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

### **SIDE ROLL PROTECTION**

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

### **SEATING CAPACITY**

The seating capacity in the cab will be four (4).

### **DRIVER SEAT**

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

### **OFFICER SEAT**

A seat will be provided in the cab for the passenger. The seat will be a cam action type, with air suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

### **REAR FACING DRIVER SIDE OUTBOARD SEAT**

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

### **REAR FACING PASSENGER SIDE OUTBOARD SEAT**

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:



## Ashland City Fire Department

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

### **FORWARD FACING CENTER CABINET**

A forward facing cabinet will be provided in the crew cab at the center position.

The cabinet will be 42.00" wide x 40.00" high x 24.75" deep with one (1) Amdor rollup door with anodized finish, non-locking. The frame to frame opening of the cabinet will be 39.50" wide x 34.75" high. The minimum clear door opening will be 36.75" wide x 28.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lipped to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

### **Cabinet Light**

There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

### **SEAT UPHOLSTERY**

All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.

### **AIR BOTTLE HOLDERS**

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of five (5) SCBA brackets.

### **SEAT BELTS**

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

## Ashland City Fire Department

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

### **HELMET STORAGE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

### **CAB DOME LIGHTS**

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

### **PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 9.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

### **CAB INSTRUMENTATION**

The cab instrument panel will be a molded ABS panel and include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item.

## Ashland City Fire Department

Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

### **Gauges**

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low fuel (1/32 full)
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):

## Ashland City Fire Department

- Low air pressure to activate warning lights and alarm
  - Red warning indicator on the information center with a steady alarm
  - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

### **Indicator Lamps**

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

## Ashland City Fire Department

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

### **Alarms**

**Audible steady tone warning alarm:** A steady audible tone alarm will be provided whenever a warning message is present.

**Audible pulsing tone caution alarm:** A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

**Alarm silence:** Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

### **Indicator Lamp and Alarm Prove-Out**

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

### **Control Switches**

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

## Ashland City Fire Department

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by a single Emergency Master switch which controls all emergency warning lights including lightbars, cab warning lights, body warning lights and high beam flash if applicable.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

### **Custom Switch Panels**

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

### **Diagnostic Panel**

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

### **Cab LCD Display**

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

## Ashland City Fire Department

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

### **AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

- Officer Speedometer, A Class I digital display speedometer will be provided on the officer side overhead position.

### **"DO NOT MOVE APPARATUS" INDICATOR**

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will not activate any alarm when the parking brake is released.

### **DO NOT MOVE TRUCK MESSAGES**

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)



## Ashland City Fire Department

- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

### **SWITCH PANELS**

The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

### **WIPER CONTROL**

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.

### **HOURLY METER - AERIAL DEVICE**

An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.

### **AERIAL MASTER**

There will be a master switch for the aerial operating electrical system provided.

### **AERIAL PTO SWITCH**

A PTO switch for the aerial with indicator light will be provided.

### **SPARE CIRCUIT**

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

## Ashland City Fire Department

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

### **SPECIAL PUC GAUGE LOCATION**

The pump pressure gauge and water/foam level gauges will be located center overhead switch panel between driver and officer.

### **RADIO WITH CD PLAYER**

There will be a Panasonic™, AM/FM/Weather Band stereo radio with compact disc player and auxiliary input jack installed.

The compact disc stereo radio will be mounted within reach of the officer.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab.

The type and location of the antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

### **CENTER STORAGE BIN**

A bin will be provided within reach of the officer in the center of the cab close to the windshield.

The depth and width of the bin will be maximized for the space available.

The bin is not intended for storage of loose equipment. Items stored on bin will be permanently attached to meet NFPA requirements.

### **SWIVEL MOUNT**

There will be two (2) Johnny Ray, Model JR-300 heavy duty swivel mount bracket(s), rated for a maximum of seven (7) lbs, provided for the fire department's Fire Department Radios equipment. The swivel mount bracket(s) will be located Mount at Final.

### **INFORMATION CENTER**

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens

## Ashland City Fire Department

- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

### **General Screen Design**

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

### **Home/Transit Screen**

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer

- Active Alarms

### **On Scene Screen**

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

### **Virtual Buttons**

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

### **Page Screen**

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.

## Ashland City Fire Department

- Systems
  - Command Zone
    - Module type and ID number
    - Module Version
    - Input or output number
    - Circuit number connected to that input or output
    - Status of the input or output
    - Power and Constant Current module diagnostic information
  - Foam (if equipped)
  - Pressure Controller (if equipped)
  - Generator Frequency (if equipped)
- Live Data
  - General Truck Data
- Maintenance
  - Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - Foam (if equipped)
  - Aerial (if equipped)
- Setup
  - Clock Setup
  - Date & Time
    - 12 or 24 hour format
    - Set time and date
  - Backlight
    - Daytime
    - Night time
    - Sensitivity
  - Unit Selection
  - Home Screen
  - Virtual Button Setup
  - On Scene Screen Setup
  - Configure Video Mode
    - Set Video Contrast
    - Set Video Color
    - Set Video Tint
- Do Not Move
  - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated

## Ashland City Fire Department

- Driver Side Cab Door
- Passenger's Side Cab Door
- Driver Side Crew Cab Door
- Passenger's Side Crew Cab Door
- Driver Side Body Doors
- Passenger's Side Body Doors
- Rear Body Door(s)
- Ladder Rack (if applicable)
- Deck Gun (if applicable)
- Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)
- Notifications
  - View Active Alarms
    - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

### **COLLISION MITIGATION**

There will be a HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA5 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA5 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

## Ashland City Fire Department

In addition to the (R2V) collision avoidance system, the Responder-to-Responder (R2R) system will be provided. The (R2R) allows the fire apparatus to receive alerts from other HAAS Alert enabled vehicles. The alert will be provided by a pair of red flashing peripheral lights, one on each A-Pillar. The warning will be provided with a 10-15 second warning to allow the driver and cab occupants to have time to review their surrounding and locate the specific vehicle entering their immediate vicinity.

The HA5 Responder-to-Vehicle (R2V) and Responder-to-Responder collision avoidance system will include the transponder and R2R 5 year cellular plan, plus a 5 year extended cellular data plan, for a total of 10 years cellular data plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of

## Ashland City Fire Department

monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

### **INTERCOM SYSTEM**

There will be digital, dual radio interface, intercom located DS, OS, Both Crew Rear Facing in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be two (2) radio listen only / transmit controls, allowing for simulcast interoperability with select, monitor, receive, and transmit indicators. There will be two (2) auxiliary audio inputs with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided.

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5200D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- All necessary power and station cabling

### **RADIO / INTERCOM INTERFACE CABLE**

The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle.

The radio equipment to be used by the customer will be:



## Ashland City Fire Department

- Make of First Radio: Kenwood, Model Number: Kenwood .
- Make of Second Radio: Kenwood, Model Number: Kenwood.

### **WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET**

There will be two (2) Firecom™, Model UHW-505, wireless under the helmet, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided driver's seat and officer seat.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Stereo Listen-Through Ear dome microphones
- Radio Push To Transmit button (Left or Right Side)
- Rechargeable battery operates for 24 hours on a full charge
- IP-66 when worn

### **WIRELESS UNDER HELMET, INTERCOM ONLY HEADSET**

There will be two (2) Firecom™, Model UHW-503 wireless under the helmet, intercom only headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided Outboard Rear Facing.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Programmable Microphone transmit button
- Rechargeable battery operates 24 hours on a full charge
- IP-66 when worn

### **HEADSET HANGERS**

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side inboard rear facing seat and passenger's side inboard rear facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

### **HEADSET COVERS**

There will be a quantity One (1) pair of headset cover(s) Safety Yellow . There will be a quantity One (1) pair of headset cover(s) Safety Yellow . There will be a quantity One (1) pair of headset cover(s) Safety Yellow . There will be a quantity One (1) pair of headset covers

Safety Yellow . These covers will be provided with loose equipment for customer installation on customer provided headsets.

### **INTERFACE INTERCOM TO AM/FM RADIO**

A jumper harness will be installed with a 3.5mm male jack on each end, from the Firecom intercom aux inlet to the AM/FM radio. Auxiliary audio will be mixed with the two-way radio and intercom traffic at exactly one half the strength of the signal in the headsets.

### **RADIO ANTENNA MOUNT**

There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed one (1) on the left side and one (1) on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

### **VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.
- One (1) camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.

The camera images will be displayed on the driver's vehicle information center display. Audio from the microphone on the rear camera will be not provided.

The following components will be included:

- One (1) SV-CW134639CAI Camera
- Two (2) CS134404CI Side cameras
- One (1) Amplified speaker (if applicable)
- All necessary cables

### **FORWARD & INTERIOR RECORDING CAMERA SYSTEM**

A dual camera, forward and interior, 2 channel recording system with Wi-Fi, Cellular and sensor capable will be provided on the windshield with recording media security lock.

There will be an event button installed in reach of the officer on the overhead panel.

HD Quality video, Includes DV-Pro software. Data can easily be downloaded without any user subscription fees.

Components will include:

- One (1) Rosco, Model DV440, with 64GB SDHC card

### **KNOX-BOX**

There will be a Knox-Box® KeySecure® 6, Model KS-6K2-B, with key pad access provided. The system will allow all administration functions to be performed via WiFi or Ethernet cable utilizing KnoxConnect™, a cloud-based management system. The box will secure both an eKey™ and a mechanical key. It will include one (1) eKey and mounting bracket. The box will be installed To be located around the Officers Seat Base..

### **ELECTRICAL POWER CONTROL SYSTEM**

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

### **Solid-State Control System**

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

## Ashland City Fire Department

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

### **Circuit Protection and Control Diagram**

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

### **On-Board Electrical System Diagnostics**

Advanced on-board diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators

## Ashland City Fire Department

- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

### **Prognostics**

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

### **Advanced Diagnostics**

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

### **Tech Module With WiFi**

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

### **Indicator Light and Alarm Prove-Out System**

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

### **Voltage Monitor System**

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

### **Power and Ground Studs**

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

### **Enhanced Software**

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

### **EMI/RFI Protection**

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

### **ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

## Ashland City Fire Department

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

### **BATTERY SYSTEM**

Four (4) 12 volt, Exide, Model 31A950X1W, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- SAE posts

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

### **BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

### **MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

### **BATTERY COMPARTMENTS**

Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.



## Ashland City Fire Department

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

### **JUMPER STUDS**

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

### **BATTERY CHARGER**

There will be an IOTA™, Model DSL 75, battery charger with IQ4, controller provided.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

There will be a Kussmaul™, Model #091-94-12, remote indicator included.

Battery charger will be located in the cab behind the driver seat

The battery charger indicator will be located on the driver's seat riser.

### **SHORELINE INLET**

There will be one (1) Blue Sea Sure Eject™ part number 7851, 20 amp 120 volt AC shoreline inlet provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline will be connected to TBD.

The shoreline inlet cover color to be blue.

The connector body will be released from the inlet when the apparatus engine start button is activated.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

### **ALTERNATOR**

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

### **ELECTRONIC LOAD MANAGER**

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
  - If enabled:
    - "Load Man Hi-Idle On" will display on the information center.
    - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
  - ON = not shed
  - SHED = shed

## **SEQUENCER**

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

## **HEADLIGHTS**

There will be a HiViz part number FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside lamp on each side will contain a part number FT-4X6-HL with low beam LEDs
- the inside lamp on each side will contain a part number FT-4X6-H with high beam LEDs
- the lights will be controlled through the headlight switch

## **DIRECTIONAL LIGHTS**

There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

**INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

**CAB CLEARANCE/MARKER/ID LIGHTS**

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

**FRONT CAB SIDE CLEARANCE/MARKER LIGHTS**

There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab.

The lights will activate as additional directional lights with the corresponding directional circuit.

**REAR CLEARANCE/MARKER/ID LIGHTING**

There will be three (3) LED identification lights located at the rear installed per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle

## Ashland City Fire Department

- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

The lights will be mounted with no guard.

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

### **MARKER LIGHTS**

There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck.

These lights will be activated with the running lights of the vehicle.

### **REAR FMVSS LIGHTING**

There will be two (2) wrap around tri-cluster LED modules provided on the face of the rear body compartments.

Each tri-cluster will include the following:

- One (1) LED stop/tail light
- One (1) LED directional light
- One (1) LED backup light

### **LICENSE PLATE BRACKET**

There will be one (1) Cast Products, Model LP0002-1-C-CHA, polished aluminum license plate bracket mounted on the rear of the body.

Two (2) white LED lights will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

**BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

**CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" white LED strip lights provided.

- One (1) under the driver's side cab access step.
- One (1) under the passenger's side cab access step.
- One (1) under the passenger's side crew cab access step.
- One (1) under the driver's side crew cab access step.

The lights will be activated when the battery switch is on and the respective door is open and whenever control has been selected for the body perimeter lights.

**PUMP HOUSE PERIMETER LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

**BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's, 12 volt lights provided.

The lights will be mounted in the following locations:

- One (1) light under the driver's side turntable access steps
- One (1) light under the passenger's side turntable access steps

The perimeter scene lights will be activated when the battery switch is on and the parking brake is applied.

**STEP LIGHTS**

There will be four (4) white LED step lights will be provided at the rear to illuminate the tailboard/step area.

## Ashland City Fire Department

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

These step lights will be actuated with the perimeter scene lights.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

### **12 VOLT LIGHT BRACKET**

There will be two (2) aluminum treadplate bracket(s) installed over the forward corner of LS2 and RS2 for the recessed flood light. The bracket(s) will have all wiring totally enclosed.

### **12 VOLT LIGHTING**

There will be two (2) HiViz FIRETECH, Model FT-B-46-\*, 46.00" 12 volt DC LED light(s) with with a combination of flood and spot optics and adjustable mounting brackets mounted on each side center of body.

The color of the light housing(s) and brackets will be painted parts of the light housing and brackets to be black.

The light(s) selected above will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

These light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING**

There will be two (2) HiViz FIRETECH, Model FT-B-46-\*, 46.00" 12 volt DC LED light(s) with with a combination of flood and spot optics and adjustable mounting brackets mounted On each Side of cab roof mounted between Cab doors.

The color of the light housing(s) and brackets will be painted parts of the light housing and brackets to be black.

The light(s) selected above will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

These light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING**

There will be a HiViz Model FT-B-X-72-\*-\* , 2.56" high x 72.00" long x 3.31" deep 21,251.57 effective lumens 12 volt DC LED light provided on the front cab roof as far forward as practical. The light will include white scene LEDs. The white LEDs will be configured with a combination of flood and spot optics.

The painted parts of the light housing and brackets to be painted job color.

## Ashland City Fire Department

The scene LEDs will be activated by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The white LEDs may be load managed when the parking brake is applied.

### **HOSE BED LIGHTS**

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

### **REAR SCENE LIGHT(S)**

There will be two (2) Whelen®, Model M9LZC, LED scene light(s) with chrome trim bezel(s) installed at the rear of the apparatus, one (1) each side high on rear body bulkhead.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch in a stainless steel cup located at the rear of the apparatus no more than 72.00" from the ground.

The light(s) may be load managed when the parking brake is applied.

### **WALKING SURFACE LIGHT**

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

### **WATER TANK**

It will have a capacity of 500 gallons and will be constructed of polypropylene plastic in a rectangular shape.

The joints and seams will be nitrogen welded inside and out.

The tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments.

The longitudinal partitions will be constructed of .38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding.



## Ashland City Fire Department

The transverse partitions extend from 4" off the bottom to the underside of the top cover.

All partitions interlock and will be welded to the tank bottom and sides.

The tank top will be constructed of .50" polypropylene.

It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

It will be supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions.

Two of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated "cradle" assembly constructed of structural steel.

Sufficient crossmembers are provided to properly support bottom of tank.

Crossmembers are constructed of steel bar channel or rectangular tubing.

Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing.

Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle.

Tank mounting system is approved by the manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

### **HOSE BED**

The hose bed will be fabricated of 0.125" 5052-H32 aluminum with a tensile strength range of 31,000 to 38,000 psi.

## Ashland City Fire Department

The sides of the hose bed will not form any portion of the fender compartments.

The upper and rear edges of the hose bed side panels will have a double break for rigidity.

The hose bed will be located ahead of the ladder turntable.

There will be a hose chute to the side and rear of the hose bed on both the left and right side to allow for payout/removal of the hose.

The hose bed flooring will consist of removable aluminum grating with a top surface that is perforated to aid in hose aeration.

Hose capacity will be a minimum of 1000' of 5.00" large diameter hose.

### **AERIAL HOSE BED HOSE RESTRAINT**

The hose in the hose beds will be restrained by black nylon Velcro® straps at the top of the hose bed and 1.00" black nylon web design with a 2.00" box pattern at the rear of the hose beds. The Velcro strap will be installed to the top of the hose bed side sheets. The rear webbing will have 1.00" web straps that loop through footman loops and fasten with spring clip and hook fasteners.

### **RUNNING BOARDS**

Design of the vehicle will be such that running boards will not be required to reach pre connects or other items on the side of the vehicle.

### **TURNTABLE STEPS**

Access to the turntable will be provided by a set of swing-down steps, one on the left side and one on the right side of the truck. There shall be no bottom flip step provided. The bottom step will have a step height not exceeding 24.00" from the ground to the top surface of the step at any time. All steps will have a height no greater than 14.00" from top surface to top surface.

The access steps will be located rearward of the compartmentation.

The swing down step assembly will be constructed of D/A finished aluminum with bright aluminum treadplate steps. The steps shall have a punched grip pattern design.

The stepwell will be lined with bright aluminum treadplate to act as scuffplates.

The step assembly will be stowed with black rubber plungers.

A knurled aluminum handrail will be provided on each side of the access steps.

Holes will be provided in each side step plate for hand holds.

The steps will be connected to the "Do Not Move Truck" indicator in the cab.

### **STEP LIGHTS**

There will be three (3) white LED step lights provided for each set of aerial turntable access steps.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The step lights will be actuated by the aerial master switch in the cab.

### **SMOOTH ALUMINUM REAR WALL**

The rear wall will be smooth aluminum.

### **TOW EYES**

Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the frame rails. The inner and outer edges of the tow eyes will be radiused.

### **COMPARTMENTATION**

Compartmentation will be fabricated of 0.125" 5052 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided. For prevention of rust pockets and ease of maintenance, the fender liners will be formed from aluminum and removable for maintenance.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

### **UNDERBODY SUPPORT SYSTEM**

The backbone of the body support system will begin with the aerial torque box which is the strongest component of the apparatus and is designed for sustaining maximum loads.

An aluminum body structure will be mounted to the aerial torque box at three (3) points to create a floating substructure which will result in an 800 lb equipment support rating per lower compartment and provide up to 0.31" accumulative floor thickness.

The three (3) point body mounting system will consist of two (2) points in the front and one (1) in the rear. The front mounts will attach to the top of the stabilizer H-box, and the rear mount will attach to the rear of the torque box at the chassis centerline.

The body structure will be mounted with neoprene elastomer isolators. These isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The combination of the three (3) point mounting system and elastomer isolators allow the chassis and torque box to flex without driving loads into the body.

### **AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

### **LOUVERS**

All body compartments will be vented to provide one (1) way airflow out of the compartment that prevents water and dirt from gaining access to the compartment.

### **TESTING OF BODY DESIGN**

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle on at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of the actual testing techniques will be made available upon request.

### **LEFT SIDE COMPARTMENTATION**

The full height roll-up door compartment ahead of the rear wheels will be 39.19" wide x 63.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep inside the upper portion with a clear door opening of 36.44" wide x 56.00" high.

## Ashland City Fire Department

There will be one (1) roll-up door compartment above the wheelwell and stabilizer. The compartment will be 83.88" wide x 25.25" high x 12.00" deep inside with a clear door opening of 81.12" wide x 19.75" high.

All compartments will include a drip pan below the roll of the door.

The full height roll-up door compartment behind the rear wheel will be 45.12" wide x 57.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep in the upper portion with a clear door opening of 43.38" wide x 50.00" high.

The compartment will include a drip pan below the roll of the door.

### **RIGHT SIDE COMPARTMENTATION**

The full height roll-up door compartment ahead of the rear wheels will be 39.19" wide x 64.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep inside the upper portion with a clear door opening of 36.44" wide x 57.00" high.

There will be one (1) roll-up door compartment above the wheelwell and stabilizer. The compartment will be 83.88" wide x 25.25" high x 12.00" deep inside with a clear door opening of 81.12" wide x 19.75" high.

All compartments will include a drip pan below the roll of the door.

The full height roll-up door compartment behind the rear wheel will be 45.12" wide x 57.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep in the upper portion with a clear door opening of 43.38" wide x 50.00" high.

The compartment will include a drip pan below the roll of the door.

### **REAR COMPARTMENT**

A compartment will be provided at the rear of the unit.

Compartment will be 27.75" wide x 35.00" high x 26.25" deep with a clear door opening of 25.00" wide x 29.50" high.

The compartment will be furnished with a painted one (1) color to match the lower portion of the body roll-up door.

A stainless steel lift bar to be provided for opening the door and located at the bottom of each door with latches on the outer extrusion of the door frame. A ledge to be supplied over lift bar for additional area to aid in closing the door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

### **SIDE COMPARTMENT ROLL-UP DOORS**

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand roll-up doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of roll-up door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A stainless steel lift bar to be provided for opening the door and located at the bottom of each door with latches on the outer extrusion of the door frame. A ledge to be supplied over lift bar for additional area to aid in closing the door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded roll-up door wear components will be constructed of Type 6 nylon.

Each roll-up door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the roll-up door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

### **REAR BUMPER**

An aluminum rub rail will be provided at the rear of the unit. It will extend the full width of the body.

**COMPARTMENT LIGHTING**

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

**MOUNTING TRACKS**

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

**ADJUSTABLE SHELVES**

There will be six (6) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be determined at a later date.

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be four (4) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

## Ashland City Fire Department

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, RS3, LS1 and LS3.

### **BACKBOARD STORAGE**

Mounting will be provide for two (2) backboard(s) located above the crosslays. The backboard(s) will be enclosed and removable from either side of the truck. The backboard(s) will be tbd.

### **RUB RAIL**

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

### **BODY FENDER CROWNS**

Polished stainless steel fender crowns will be provided around the rear wheel openings.

An unpainted fender liner will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

### **HARD SUCTION HOSE**

Hard suction hose will not be required.

### **AIR BOTTLE STORAGE**

A total of four (4) air bottle compartments will be provided and located on the left side ahead of the rear wheel, on the left side behind the rear wheel, on the right side ahead of the rear wheel and on the right side behind the rear wheel. The air bottle compartment will be a minimum of



## Ashland City Fire Department

15.00" wide x 7.50" tall x 26.00" deep. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

### **EXTENSION LADDER**

There will be a 35' three (3) section aluminum Duo-Safety Series 1225-A extension ladder provided.

### **AERIAL EXTENSION LADDER**

There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the ladder storage compartment.

### **ROOF LADDERS**

There will be two (2) 16' aluminum Duo-Safety Series 875-A roof ladders provided.

### **AERIAL FOLDING LADDER**

There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the ladder storage compartment.

### **GROUND LADDER STORAGE**

Ladder tunnels will be provided at the rear of the apparatus on either side of the turntable.

Tunnels will be capable of holding up to two (2) two-section pumper style ladders on each side not in excess of 22.00" wide or 5-13/16" in thickness.

The ladders will be held captive top and bottom by stainless steel tracks. A polyethylene wear plate will be provided to prevent ladders from being scuffed by contacting metal parts. The plate will be mounted to the bottom of the entrance area of the ladder tunnels.

All ladders will be removable individually without having to remove any other ladder.

A Velcro® strap will be provided to help contain the ladders.

A smooth aluminum door will be provided on each ladder tunnel.

### **PIKE POLES**

There will be two (2) 12' Duo Safety pike pole(s) with fiberglass handles provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

**8' PIKE POLE**

There will be two (2) 8' Duo Safety pike pole(s) with fiberglass handle provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

**6' PIKE POLE**

There will be two (2) 6' Duo Safety pike pole(s) with fiberglass handle provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

**3' PIKE POLE**

There will be two (2) 3' Duo Safety pike pole(s) with fiberglass shaft and "D" handles shipped loose.

**PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE**

There will be ABS tubing provided in the torque box/ladder storage area for a total of six (6) pike poles.

If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.

**BELL**

A chrome plated, 12.00" bronze cast bell, complete with an eagle, will be mounted on the passenger side radiused corner of cab face. The cab will be properly reinforced to support the weight of the bell. A rope pull, for the bell, will be installed inside the cab.

**PUMP**

Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1.

The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance.

Pump will be the Class A type.

Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure
- 70 percent of rated capacity at 200 psi net pump pressure
- 50 percent of rated capacity at 250 psi net pump pressure

## Ashland City Fire Department

The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:

- 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source

Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing.

The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift.

The pump will include o-ring gaskets throughout the pump.

Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.

The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows.

For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. The intake wyes will be removable without having to remove the main intake casting. Removal of the main inlet wyes will provide access to the impeller, mechanical seal, and wear ring.

The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul.

For ease of service and overhaul there will be no piping or manifolding located directly over the pump.

### **PUMP MOUNTING**

Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include two (2) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.

### **MECHANICAL SEALS**

Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m\*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm<sup>2</sup> to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X10<sup>-6</sup>mm/mm\*K to be more resistant to thermal shock.

### **PUMP GEAR CASE**

The pump gear case will be a pressure-lubricated to cool, lubricate, and filter the oil. The gear case will include an auxiliary PTO opening. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A dipstick, accessible by tilting the cab, will be provided for easy fluid level checks. A filter screen will be provided for long life.

The gear case will consist of two (2) gears to drive the pump impeller and one (1) for the auxiliary PTO.

The auxiliary PTO opening will provide for the addition of PTO driven accessories.

The pump will be driven through the rear engine power take-off and clutch. The rear engine power take-off drive will be live at all times to allow for pump and roll applications. Rear engine power take-off's allow for high horsepower and torque ratings needed for large pump applications, and is a proven drive system throughout the rugged construction industry.

### **CLUTCH**

There will be a heavy-duty electric clutch mounted directly to the front of the pump to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable magnetic system to assure superior performance. The clutch will have a 500 lb-ft rating. Clutch will be of a time-tested design used in critical military applications.

### **PUMPING MODE**

Pump will provide for both pump and roll mode and stationary pumping mode.

Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set. If the vehicle is equipped with a foam system or CAFS system, these systems will be engaged from the cab switch panel as well.

Pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. Pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and set-up the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to Pump & Roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. Pump and roll mode will be maintained unless the transmission shifts out of first gear.

Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump.

### **PUMP SHIFT**

Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed.

As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.

Pump and roll operation will be available by releasing the parking brake with the pump in the pumping mode. Releasing the parking brake will activate the chassis foot throttle, and deactivate the pump panel throttle. To protect from accidental pump overheating, the pump will automatically disengage when the truck transmission shifts into second gear.

### **TRANSMISSION LOCK UP**

Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.

### **AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.

### **INTAKE RELIEF VALVE**

There will be One (1) Trident Air Max intake relief valve(s) installed on the suction side of the pump preset at 125 psig .

## Ashland City Fire Department

The relief valve will have a working range of 50 PSI to 350 PSI.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

One adjustable air regulator and pressure indicating gauge will be located on a common bezel on the left side pump panel to control the intake valve(s).

### **PRESSURE CONTROLLER**

A Pierce Pressure Governor will be provided. An electric pressure governor will be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply.

A pressure transducer will be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM).

The governor can be used in two (2) modes of operation, RPM mode and pressure modes.

In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller will use a quicker reacting J1939 database for engine control.

A preset feature allows a predetermined pressure or rpm to be set.

A pump cavitation protection feature is also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

The throttle will be a vernier style control, with a large control knob for use with a gloved hand. A throttle ready light will be provided adjacent to the throttle control. A large 0.75" RPM display will be provided to be visible at a glance.

Check engine, and stop engine indicator lights will be provided for easy viewing.

Large 0.75" push buttons will be provided for menu, mode, preset, and silence selections.

## Ashland City Fire Department

The water tank level indicator will be incorporated in the pressure governor.

A fuel level indicator will be incorporated in the pressure controller.

A pump hour meter will be incorporated in the pressure controller.

The pressure controller will incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring will include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It will also notify the driver/engineer of any problems with the engine and the apparatus. Complete understandable messages will be provided in a 20-character display, providing for fewer abbreviations in the messages. An automatic dim feature will be included for night operations.

The pressure controller will include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations.

A complete interactive manual will be provided with the pressure controller.

### **PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

### **PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

### **PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

## Ashland City Fire Department

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

### **FOAM SYSTEM PLUMBING**

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

### **MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.

### **MAIN PUMP INLET CAP**

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **INLET VALVES WITH INTAKE RELIEF VALVE**

There will be One (1) Task Force Tips (TFT) AXE (Right) Series electric remote controlled aluminum ball intake valve(s) provided at PS inlet .

The inlet connection will be 3ST (5.0" Swivel Storz) with a cap and the outlet connection will be NX (6.0" Threaded Swivel) . There will be an eight-position adjustable 30 degree swiveling detent elbow on the inlet side of the ball intake valve.

The valve will be controlled by a remote panel-mounted push-button switch with LED lights for a quick visualization of the status of the valve in the open, closed or transition position. The push button switch will be mounted on the pump operator's panel.

The ball intake valve will be equipped with an adjustable pressure relief valve. The relief valve will have a working range of 90 PSI to 300 PSI

A 3/4" TFT bleeder/drain valve will be provided on the ball intake valve to exhaust excess air or water from the valve.



## Ashland City Fire Department

For corrosion protection the aluminum casting will have a hard coat anodized finish, with a powder coated internal and external finish. All the components facing the wet side of the valve will be constructed from stainless steel.

### **INLET VALVES WITH INTAKE RELIEF VALVE**

There will be One (1) Task Force Tips (TFT) AXD (Left) Series manually operated aluminum ball intake valve(s) provided at DS Intake .

The inlet connection will be 3ST (5.0" Swivel Storz) with a cap and the outlet connection will be NX (6.0" Threaded Swivel) . There will be an eight-position adjustable 30 degree swiveling detent elbow on the inlet side of the ball intake valve.

The ball intake valve will be controlled with a NFPA compliant slow-close hand wheel. The hand wheel will have a F (Front Crank) shaft. A position indicator will be provided to allow for a quick visualization of the status of the valve in the open, closed or transition position.

The ball intake valve will be equipped with an adjustable pressure relief valve. The relief valve will have a working range of 90 PSI to 300 PSI

A 3/4" TFT bleeder/drain valve will be provided on the ball intake valve to exhaust excess air or water from the valve.

For corrosion protection the aluminum casting will have a hard coat anodized finish, with a powder coated internal and external finish. All the components facing the wet side of the valve will be constructed from stainless steel.

### **VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

### **LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

### **RIGHT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

### **ANODE, INLET**

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

### **INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

### **REAR INLET**

There will be one (1) 2.50" rear inlet with 3.00" plumbing provided.

There will be an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

The inlet will be located at the rear of the body on the left side.

The inlet will be furnished with a 2.50" FNST chrome plated swivel and plug.

A bleeder valve will be located at the threaded connection.

### **INLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

### **TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

### **TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

**LEFT SIDE DISCHARGE OUTLETS**

There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.

**RIGHT SIDE DISCHARGE OUTLETS**

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" MNST adapter. The discharge(s) will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be Akron 9335 electric valve controller(s) provided on the pump operators panel. The electric control(s) must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit(s) must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller(s) will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, each controller will include a pressure display.

**LARGE DIAMETER DISCHARGE OUTLET**

There will be a 4.00" discharge outlet with a 4.00" valve installed on the right side of the apparatus, terminating with 4.00" MNST threads. The discharge will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be an Akron 9335 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, the controller will include a pressure display.

**FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the left side of the front bumper.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

### **DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

### **OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

### **LARGE DIAMETER OUTLET CAP**

The large diameter outlet will have a National Standard hose thread adapter with a 4.00" rocker lug chrome plated cap and chain.

The cap will be the Pierce VLH, which incorporates a patent pending thread design to automatically relieve stored pressure in the line when disconnected.

### **DISCHARGE OUTLET CONTROLS**

The right side discharges will incorporate a quarter-turn ball valve and be controlled by Akron 9335 electric valve controllers provided on the pump operators panel. The electric controls must be of a true position feedback design, requiring no clutches in the motor or current limiting. The units must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate their corresponding valve actuator. The controllers will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option. In addition to the valve controls, the electric valve controllers will include a pressure display

All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.

### **AERIAL OUTLET**

The aerial waterway will be plumbed from the pump to the water tower line with 4.00" pipe and a 4.00" valve. The control for the waterway valve will be located at the pump operator's panel.

An indicator will be provided to show when the valve is in the open or closed position.

### **CROSSLAY MODULE**

The crosslay module will be full width of the rear body.

The crosslay module will include a boom support compartment.

The forward, upper corners of the module will have full body corners.

The crosslay module will be manufactured for installation of roll up doors on each side to include the boom support compartment with on common roll up door.

### **ROLL-UP DOOR, CROSSLAY ENDS, PUC**

All compartment doors will be roll-up style double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™. The crosslay enclosure will be full width of the body.

The track will be the flanged track with the screws installed to the rear of the track guide.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concave to help loose equipment fall to the ground and prevent it from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

Each door will have a 4.00" counter balance to assist in lifting.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

The crosslays will have a drip pan below the roll of the door.

### **CROSSLAY COMPARTMENT LIGHTING**

There will be two (2) 12 volt DC light strips with white LEDs and mechanical fasteners, provide behind the front door frame on the crosslay compartments per the following:

- One (1) strip light for the left side crosslay compartment door
- One (1) strip light for the right side crosslay compartment door

The lights will be activated when the battery switch is on and the respective door is opened.

**CROSSLAY(S), LOWER**

There will be two (2) lower crosslays provided.

**1.50" Crosslays**

There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe.

The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment.

There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 1.75" double jacket hose .

**Crosslay Hose Trays**

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

**CROSSLAY(S), UPPER**

There will be one (1) upper crosslay provided.

**2.50" Crosslay**

There will be one (1) 2.50" crosslay plumbed with 2.50" welded or formed schedule 10 304L stainless steel pipe.

There will be a 2.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.50" quarter turn ball valve with the controls located at the pump operator's panel.

## Ashland City Fire Department

Each hose bed will be capable of carrying 200' of 2.50" double jacket hose .

### **Crosslay Hose Trays**

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

### **BOOSTER HOSE REEL**

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the left side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

An electric rewind control switch will be installed on the reel side pump panel.

Booster hose, 1.00" diameter and 150 feet, with chrome plated Barway, or equal couplings will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 200 feet of 1.00" booster hose.

### **HOSE REEL NOZZLE**

A Task Force, model B-BGH 10-125 gpm, booster hose nozzle will be provided.

### **HUSKY 3 FOAM PROPORTIONER**

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

## Ashland City Fire Department

The design of the system will allow operation from draft, hydrant, or relay operation.

### **System Capacity**

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity shall be limited to the plumbing and water pump capacity).

### **Control System**

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.



### **Hydraulic Drive System**

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

### **Foam Concentrate Pump**

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

### **External Foam Concentrate Connection**

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

### **Panel Mounted External Pick-Up Connection / Valve**

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

### **Pick-Up Hose**

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

### **Discharges**

The foam system will be plumbed to the lower rear crosslay and lower front crosslay.

### **System Electrical Load**

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

### **SINGLE FOAM TANK REFILL**

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

### **FOAM CELL**

The foam cell will be an integral portion of the polypropylene water tank. The cell will have a capacity of 30 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Chemgaurd . The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

### **FOAM TANK DRAIN**

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

### **PUC MODULE**

The pump module will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of aluminum tubing, angles and channels which supports both the plumbing and the side running boards.

The pump module will be mounted on the chassis frame rails with standard body angles in four places to allow for chassis frame twist.

Pump module, plumbing and gauge panels will be removable from the chassis in a single assembly.

### **PUMP CONTROL PANELS (LEFT SIDE CONTROL)**

Pump controls and gauges will be located midship at the left side of the apparatus and properly identified.

The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment. There will be a roll up door to protect against road debris and weather elements. This roll-up door compartment will include a drip pan below the roll of the door. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the

pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel.

Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains.

Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The driver's side discharges will be controlled directly at the valve. There will be no push-pull style control handles.

Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color.

All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.

All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

The pump panels for the discharge and intake ports will be located ahead of the pump module with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools.

A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.

### **PASSENGER SIDE PUC MODULE COMPARTMENT**

A full height compartment with a roll-up door ahead of the front stabilizer will be provided, as convenient large storage compartment for often used items for the crew. The interior dimensions of this compartment will be 30.25" wide x 52.00" high x 25.13" deep. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 28.00" wide x 52.00 high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

This roll-up door compartment will include a drip pan below the roll of the door.

### **PUMP PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

### **PUMP OPERATOR'S PLATFORM**

A pull out, flip down platform will be provided at the pump operator's control panel.

The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert.

The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform will be as wide as possible. The platform will lock in the retracted and the extended position.

The platform will be wired to the "step not stowed" indicator in the cab.

### **PUMP OPERATOR'S PLATFORM PERIMETER LIGHT**

There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.

### **PUMP AND GAUGE PANEL**

The pump operator's panel and gauge panels will be constructed of stainless steel with a brushed finish.

The side control panels will be constructed of stainless steel with a brushed finish for durability and ease of maintenance.

### **PUMP AND PLUMBING ACCESS**

Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump.

Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels. Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge

line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.

### **PUMP COMPARTMENT LIGHT**

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the plumbing area.

The light(s) will be activated by a toggle switch located in the pump compartment area.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

### **THROTTLE READY GREEN INDICATOR LIGHT**

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

### **VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be silicone filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

### **PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

### **WATER LEVEL GAUGE**

An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.

To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

### **MINI SLAVE UNIT**

An electric water level gauge will be provided in the cab that registers water level by means of five (5) LEDs. They will be at 1/4 level increments with a tank empty LED. The LEDs will be a bright type that are readable in sunlight and have a full 180-degree of clear viewing.

The water level gauge in the cab will be activated when the pump is in gear.

### **FOAM LEVEL GAUGE**

A Pierce electric foam level gauge will be provided on the operator's panel, that registers foam level by means of nine (9) LEDs. There will also be a mini foam level gauge with five (5) LEDs in the cab. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180 degree of clear viewing. The gauge will match the water level gauge in the pressure controller.

To further alert the pump operator, will have a warning flash when the tank volume is less than 25 percent, and will have Down Chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell. This method provides accuracy with an array of multi-viscosity foams.

The foam level gauge in the cab will be activated by pump is in gear.

### **SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING**

Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts.

The pump panels will be illuminated by two (2) Truck-Lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets and chrome covers installed on the back of the cab, one (1) on the driver's side and one (1) on the passenger's side.

## Ashland City Fire Department

The pump operator's panel will utilize the same LED strip lighting at the forward doorframe as all other compartment lighting.

There will be a small white LED pump engaged indicator light installed overhead.

### **AIR HORN SYSTEM**

There will be two (2) Grover air horns recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

### **Air Horn Location**

The air horns will be located on each side of the bumper, inside of the frame rails.

### **AIR HORN CONTROL**

Two (2) plastic covered chain lanyard pull controls will be provided, one (1) within reach of the driver and one (1) within reach of the officer.

### **ELECTRONIC SIREN**

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the driver side center switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

### **SPEAKERS**

There will be two (2) Whelen®, Model SA315P, black nylon composite, 100-watt, speakers with through bumper mounting brackets and polished stainless steel grille provided. Each speaker will be connected to the siren amplifier.

There will be one (1) speaker recessed in the passenger side and one (1) speaker recessed in the driver side of the front bumper. The speakers will be located in the angled corner area of the bumper.

### **AUXILIARY MECHANICAL SIREN**

A Federal Q2B® siren will be furnished.

The control solenoid will be powered up after the emergency master switch is activated.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted in the center. A reinforcement plate will be furnished to support the siren.

## Ashland City Fire Department

The mechanical siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

### **FRONT ZONE UPPER WARNING LIGHTS**

There will be two (2) 21.50" Whelen® Freedom™ IV LED lightbars mounted on the cab roof, one (1) on each side, above the left and right doors, facing forward.

The left side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the inside front corner position.

The right side lightbar will include the following:

- One (1) red flashing LED module in the inside front corner position.
- One (1) red flashing LED module in the inside front position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

The white LEDs will be disabled when the parking brake is applied.

The two (2) red flashing LED modules in the inside front and the two red flashing LED modules in the inside front corner positions may be load managed when the parking brake is applied.

### **SIDE WARNING LIGHTS**

There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the roof, one (1) on each side, over the crew cab doors.

The driver's side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.



## Ashland City Fire Department

- One (1) red flashing LED module in the inside front corner position.

The passenger's side lightbar will include the following:

- One (1) red flashing LED module in the inside front corner position.
- One (1) red flashing LED module in the inside front position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

The white LED's will be disabled when the parking brake is applied.

The two (2) red flashing LED modules in the inside front positions and the two (2) red flashing LED modules in the inside front corner positions may be load managed when the parking brake is applied.

### **FRONT ZONE LOWER LIGHTS**

There will be two (2) pair of Whelen, Model M6\*\*, LED lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps.

- The driver's side front outside warning light to be red
- The driver's side front inside warning light to be white
- The passenger's side front inside warning light to be white
- The passenger's side front outside warning light to be red
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

### **ROTO RAY LIGHT**

There shall be one (1) Roto Ray, Model 4000W rotating warning light provided on the front of the cab mounted between the grill and the windshield.

This warning light shall include the following:

- Two (2) PAR46 lights with red LEDs and clear lenses
- One (1) PAR46 light with white LEDs and a clear lens

There shall be a switch in the cab on the switch panel to control this light.

The rotation motor and the warning lights shall be deactivated when the parking brake is applied.

### **HEADLIGHT FLASHER**

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

### **SIDE ZONE LOWER LIGHTING**

There will be six (6) Whelen®, Model M6\*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side above the front wheels. The side middle lights to be red.
- Two (2) lights, one (1) each side located between the tandems. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

### **REAR ZONE LOWER LIGHTING**

There will be two (2) Whelen®, Model M6\*\*, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning lights with chrome trim located at the rear of the apparatus per the following:

- The left side rear warning light to include red LEDs
- The right side rear warning light to include red LEDs
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

### **REAR/SIDE ZONE UPPER WARNING LIGHTS**

There will be two (2) Whelen®, Model L31H\*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes clear.

### **TRAFFIC DIRECTING LIGHT**

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller shall be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

### **ELECTRICAL SYSTEM GENERAL DESIGN FOR ALTERNATING CURRENT**

The following guidelines will apply to the 120/240 VAC system installation:

#### **General**

Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 3 cycles.

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed.

#### **Grounding**

Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding.

An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used.

## Ashland City Fire Department

All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source.

### **Operation**

Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus at any point where such operations can take place.

Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any control device used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the following information:

- Rated voltage(s) and type (ac or dc)
- Phase
- Rated frequency
- Rated amperage
- Continuous rated watts
- Power source engine speed

Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

### **Overcurrent protection**

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length.

For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

### **Wiring Methods**

Fixed wiring systems will be limited to the following:

- Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)

## Ashland City Fire Department

- or
- Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.

- Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping
- Separated from fuel lines by a minimum of 6.00" (152 mm) distance

Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

### **Wiring Identification**

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

### **Wet Locations**

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground. Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

### **Dry Locations**

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

**Listing**

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

**Electrical System Testing**

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.

Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

**Operational Test per Current NFPA 1901 Standard**

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.

The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard will be applied to the low voltage electrical system during the operational test.

**GENERATOR**

The apparatus will be equipped with a complete AC (alternating current) electrical power system. The generator will be a Harrison, Model MSV, 6,000 watt hydraulic driven unit with vertical exhaust.

The generator will be driven by a transmission power take off unit, through a hydraulic pump and motor.

The hydraulic engagement supply will be operational at any time (no interlocks).

## Ashland City Fire Department

An electric/hydraulic valve will supply hydraulic fluid to the clutch engagement unit provided on the chassis PTO drive.

### **Generator Instruments and Controls**

To properly monitor the generator performance, a voltmeter will be furnished near the breaker box.

### **GENERATOR LOCATION**

The generator will be mounted in the in the area over the pump in the center. The flooring in this area will be either reinforced or constructed in such a manner that it will handle the additional weight of the generator.

### **GENERATOR START**

There will be a switch provided on the cab instrument panel to engage the generator.

### **CIRCUIT BREAKER PANEL**

The circuit breaker panel will be located within the false bulkhead wall in compartment LS3.

### **ELECTRIC CORD REEL**

Furnished with the 120 volt AC electrical system will be a Hannay, Series 1600, cord reel. The reel will be provided with a 12-volt electric rewind switch, that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72.00" above the operators standing position.

The exterior finish of the reel(s) will be painted #269 gray from the reel manufacturer.

A Nylatron guide to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel.

A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length.

A total of one (1) cord reel will be provided one (1) in compartment P4 high and to the left.

The cord reel will be configured with three (3) conductors.

### **CORD**

Provided for electric distribution will be one (1) length installed on the reel of 200 feet of yellow 10/3 electrical cord, weather resistant 105 degree Celsius to -50 degree Celsius, 600 volt jacketed SOOW cord. A Hubbell L5-15, 15 amp, 120 volt, twist lock connector body will be installed on the end of the cord.

### **PORTABLE JUNCTION BOX**

There will be one (1) Akron EJBX electric junction box(es) provided.

## Ashland City Fire Department

There will be a cable strain relief and a 1.00' pigtail with black plastic ribbed grip, NEMA L5-15, 15 amp, 120 volt twist lock plug provided for each box.

Each box will be provided with the following:

- two (2) 15/20 amp 120 volt AC duplex straight blade receptacles with flip up covers
- two (2) 15 amp 120 volt AC twist lock receptacles with flip up covers
- a 120 volt AC light inside the box

### **FOUR (4)-SECTION 107 FOOT AERIAL LADDER**

#### **CONSTRUCTION STANDARDS**

The ladder will be constructed to meet all of the requirements as described in the current NFPA 1901 standards.

The aerial device will be a true ladder type device; therefore ladders attached to booms will not be considered.

These capabilities will be established in an unsupported configuration.

All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50% of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA 1901 standard.

All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20% of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current 1901 NFPA standard.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The aerial base pivot bearings will be maintenance free type bearings and require no external lubrication.

The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface.



## Ashland City Fire Department

The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning.

With the aerial device out of the cradle and in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows.

All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.

The aerial device will be capable of operating with the maximum rated tip load in either of the two (2) following conditions:

- Conditions of high wind up to 35 mph
- Conditions of icing, up to a coating of 0.25" over the entire aerial structure

All of the design criteria must be supported by the following test data:

- Strain gage testing of the complete aerial device
- Analysis of deflection data taken while the aerial device was under test load

The following standards for materials are to be used in the design of the aerial device:

- Materials are to be certified by the mill that manufactured the material
- Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification
- All welded structural components for the ladder will be traceable to their mill lots

### **LADDER CONSTRUCTION**

The ladder will be comprised of four sections.

The ladder will have the capability to support a minimum of 750 pounds at the tip in the unsupported configuration, based upon 360 degree rotation, up to full extension and from -10 degrees to +77 degrees.

The ladder (handrails, baserails, trusses, K-braces and rungs) will be constructed of high strength low alloy steel, minimum 100,000 pounds per square inch yield, with full traceability on all structural members.

## Ashland City Fire Department

Each section will be trussed vertically and horizontally using welded steel tubing.

All ladder rungs will be welded to each section utilizing "K" bracing for torsional rigidity.

The inside width dimensions of the ladder will be:

- Base Section 41.87"
- Inner-Mid Section 34.88"
- Outer-Mid Section 27.87"
- Fly Section 21.63"

The height of the handrails above the centerline of the rungs will be:

- Base Section 26.28"
- Inner-Mid Section 22.68"
- Outer-Mid Section 20.06"
- Fly Section 17.32"

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground. The end of the fly section will be constructed in a manner that aids personnel in climbing off the ladder.

The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement. There will be a tow eye welded on to each side of the egress.

### **VERTICAL HEIGHT**

The ladder will extend to a minimum height of 107' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

### **HORIZONTAL REACH**

The rated horizontal reach will be a minimum of 100'. The measurement of horizontal reach will be consistent with NFPA standards.

### **TURNTABLE**

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

The turntable will be a 0.375" thick aluminum plate, coated with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA 1901 standard.

The turntable will be modified at the passenger side to allow for easier access to the hose bed for hose loading. The portion of the turntable outboard of the rotational motor will be omitted, and the handrails will be modified as required.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface.

### **ELEVATION SYSTEM**

Dual 5.50" diameter elevating cylinders will be mounted on the underside of the base section of the ladder, one (1) on each side. One (1) 2.25" diameter stainless steel pin will fasten each cylinder to the ladder and one (1) 2.50" diameter stainless steel pin will fasten each cylinder to the turntable. The pins will have 125,000 psi minimum yield strength and will be secured with 0.50" Grade 8 bolts with castle nut and cotter pin. The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance-free spherical bearings on both ends of the cylinders. The aerial base pivot bearings will be maintenance-free type bearings with no external lubrication required. The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement. The elevating cylinders will be provided with pilot-operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.

The operation envelope will be 10 degrees below horizontal to 77 degrees above horizontal.

The elevation system will be designed following NFPA standards. The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The lift cylinders will be equipped with integral holding valves located in the cylinder to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel. The integral holding valves will NOT be located in the transfer tubes.

The elevation system will be controlled by the microprocessor. Linear transducers will measure the extension of the elevation cylinder. The microprocessor will provide the following features:

- Collision avoidance of the elevation system to prevent accidental body damage
- Automatic deceleration when the aerial device is lowered into the cradle
- Automatic deceleration at the end of stroke, in maximum raise and lower positions
- Deceleration of the aerial device at the limits of travel.

### **EXTENSION/RETRACTION SYSTEM**

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The extension/retraction system will be controlled by the microprocessor. Linear transducers will measure the ladder extension. The microprocessor will provide the following features:

- Automatic deceleration at the end of stroke, in maximum extend and retract positions

All sheaves will require lubrication. They will have bronze bushings and grease zerks.

### **MANUAL OVERRIDE CONTROLS**

Manual override controls will be provided for all aerial and stabilizer functions.

### **LADDER SLIDE MECHANISM**

UHMW polyethylene wear pads will be used between the telescoping ladder sections, to provide greater bearing surface area for load transfer. Adjustable slide pads will be used to control side play between the ladder sections.

### **ROTATION SYSTEM**

The aerial will be supplied with a powered rotation system as outlined in NFPA standards. The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation. One (1) hydraulically driven, planetary gear box with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. One (1) spring applied, hydraulically released disc type swing brake will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power. The gearbox will have a minimum continuous torque rating of 80,000 in. lbs. and a minimum intermittent rating of

160,000 in. lbs. The turntable bearing, ring gear teeth, pinion gear, planetary gearbox, and output shaft will be certified by the manufacturer of the components for the application.

The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:

- Collision avoidance to prevent accidental body damage
- Prevent the aerial from being rotated into an unstable condition.

### **ROTATION INTERLOCK**

The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override, to comply with NFPA 1901. SYSTEMS THAT PERMIT THE AERIAL TO ROTATE TO THE "SHORT JACK" SIDE, WITHOUT AUTOMATICALLY STOPPING THE ROTATION AND/OR WITHOUT ACTUATION OF THE "MANUAL OVERRIDE", will NOT BE ACCEPTED. SYSTEMS THAT ONLY INCLUDE AN ALARM ARE NOT CONSIDERED AN INTERLOCK AND will NOT BE ACCEPTED.

### **LADDER CRADLE INTERLOCK SYSTEM**

A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

### **AERIAL TORQUE BOX/PEDESTAL**

The pedestal assembly will be a welded assembly made of high strength 0.25" plate. The vertical member will be a 0.375" reinforced wall cylinder with a 28.00" outside diameter and will connect the rotation bearing mounting plate to the lower substructure.

The pedestal assembly will be bolted to the chassis frame with 0.88" diameter Grade 8 bolts, and will be utilized to mount the outrigger jacks and reservoir for the aerial hydraulic system.

### **LOAD CAPACITIES**

The following load capacities will be established, with the stabilizers at full horizontal extension and placed in the down position, to level the truck and to relieve the weight from the tires and axles.

Capacities will be based upon full 360 degree rotation with ladder extended to operational limits at 0 degrees elevation.

Ashland City Fire Department

A load chart, visible at the operator's station will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.

**35 MPH WIND CONDITIONS/WATERWAY DRY**

Degrees of Elevation	-10 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 77
Egress	750	750	750	750	750	750	750	750
Fly	-	-	-	-	250	250	500	750
Upper Mid	-	-	-	-	250	500	1000	1000
Lower Mid	-	-	-	500	500	750	1000	1000
Base	-	-	500	500	500	1000	1000	1000

**35 MPH WIND CONDITIONS/WATERWAY CHARGED**

Degrees of Elevation	-10 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 77
Egress	500	500	500	500	500	500	500	500
Fly	-	-	-	-	-	250	500	500
Upper Mid	-	-	-	250	500	500	750	1000
Lower Mid	-	-	-	250	500	750	1000	1000
Base	-	-	250	500	750	1000	1000	1000

**Reduced loads at the tip can be redistributed in 250 lb. increments to the fly, mid, or base sections as needed.**

**The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.**

**BOOM SUPPORT**

A heavy duty boom support will be provided for support of the ladder in the travel position. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.

The boom support will be located just to the rear of the chassis cab.

**AERIAL BOOM SUPPORT LIGHT**

There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.

### **AERIAL BOOM PANEL**

There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted #40 lime yellow.

The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.

### **EXTENSION INDICATOR**

Extension markings and corresponding numerical indicators will be provided along each outside top rail of the base section of the aerial every ten (10) feet. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be of a red reflective material.

### **FOLDING STEPS**

One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be bright finished, non-skid with a black coating.

### **AERIAL DEVICE RUNG COVERS**

Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating.

The rung covers will be glued to each rung, and will be easily replaceable should the rung cover become damaged.

The center portion of each rung cover will be black and the outside 2.00" edge at each side will be photoluminescent to assist in providing a light source for each rung during low light conditions.

Under no circumstances will the rung covers be fastened to the rungs using screws or rivets.

The rung covers will have a 10-year, limited warranty.

### **LIGHTS FOR TURNTABLE WALKWAY**

There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.

### **TURNTABLE CONSOLE LIGHTING**

There will be one (1), TecNiq Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.

## **INFORMATION CENTER**

There will be an information center provided. The information center will operate in temperatures from -40 to 185 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a minimum 1000nits rated, color display. The LCD will be sunlight readable, true digital operation, and will have improved resolution. The LCD display will be encased in an ABS, grey plastic housing with a gray decal. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language.

## **OPERATION**

The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed.

## **GENERAL SCREEN DESIGN**

Where possible, background colors will be used to provide vehicle information *At A Glance*. If the information provided on a screen is within acceptable limits, a black background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.

Every screen in the information center will include the time (12- or 24-hour mode) and a fault alert triangle symbol. The time will be synchronized between all Command Zone color displays located on the vehicle. Once the fault alert triangle is selected, a text message will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.

A label or symbol will be provided for each button. The label or symbol will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will remain black.

Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.

## **PAGE SCREENS**

The Information center will include the following pages:



## Ashland City Fire Department

The Aerial Main and Load Chart page will indicate the following information:

- Rungs Aligned and Rungs Not Aligned will be indicated with respective green or red colored ladder symbols.
- Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder.
- Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time.
- If applicable, breathing air levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graph shown inside the bottle will indicate oxygen levels above 20%. A red bar graph will indicate oxygen levels at or below 20%. When oxygen levels are at or below 10%, the red bar graph will flash.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Aerial Reach and Hydraulic Systems page will indicate the following information:

- If applicable, aerial hydraulic oil temperature will be indicated with symbol and text.
- Aerial Hydraulic Oil Pressure will be indicated with a symbol and text.
- The following calculations will be indicated on a representative vehicle symbol:
  - Aerial Device Extension length
  - Aerial Device Height indicating the height of the aerial device tip from the ground
  - Aerial Device Angle indicating the angle from the vehicle which the device is at.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Level Vehicle page will indicate the following information:

- The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade.

## Ashland City Fire Department

- The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope.
- Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following:
  - Outrigger stowed indicated with a silver pan located close to the vehicle
  - Outrigger fully extended indicated with a fully deployed green outrigger
  - Outrigger short-jacked indicated by a yellow outrigger partially deployed
  - Outrigger not set indicated by a red outrigger that is not set on the ground
- A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The aerial operation envelope page will indicate the following:

- A top view of the aerial operating envelope
- A side view of the aerial operating envelope

### **MENU SCREENS**

The following screens will be available through the Menu button:

The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable).

The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button.

The Configure Video Mode screen will allow setting of video contrast, video color and video tint.

The Set Startup screen allows setting of the screen that will be active at vehicle power-up.

The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date.

## Ashland City Fire Department

The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence, and shows all alarms that are silenced.

The System Diagnostics screen allows the user to view system status for each module and its respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information.

Aerial Calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device.

Button functions and button labels may change with each screen.

### **LOWER STABILIZER CONTROL STATIONS**

A lower control station will be located on each side of the rear wall of the apparatus in an easily accessible area. The controls and indication labels will be illuminated for nighttime operation. The following items will be furnished at the lower control station and will be clearly identified and conveniently located for ease of operation and viewing:

- Level assist switch
- Override switch to override interlocks
- Emergency stop
- Emergency hydraulic power unit switch

The stabilizer controls will include the following:

- Leveling assist toggle switch
- Left and right side stabilizer beam in/out switches
- Left and right side stabilizer beam up/down switches
- Rear stabilizer up/down switch

### **TURNTABLE CONTROL STATION**

There will be one (1) device control station located on the left side of the turntable so the operator may easily observe the ladder while operating the controls. All elevation, extension and rotation controls will operate from this location. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. Each control will be equipped with a positive lock to hold the control in a neutral position preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station. The controls will be so

## Ashland City Fire Department

designed to allow the turntable control station to immediately override the tip controls, if equipped, even if the ladder is being operated by the tip controls.

The following items will also be provided at the turntable control station, clearly identified and illuminated for nighttime operation and conveniently located for ease of operation and viewing:

- Intercom controls
- Tip tracking light switch
- Emergency stop switch
- Emergency power unit switch
- Operator's load chart
- Two (2) position switch for selecting aerial operational speed
- Ladder illumination switch (if equipped)
- Aerial monitor switches (if equipped)

### **HIGH IDLE**

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm, to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle, only when the parking brake is set and the transmission is placed in neutral.

### **STABILIZERS**

The vehicle will come equipped with an out and down stabilization system. The system will consist of two (2) hydraulically operated out and down style stabilizers mounted above the frame and a rear stabilizer jack that is attached directly to the center rear of the torque box.

## Ashland City Fire Department



The stabilizers will have a maximum spread of 18' from the centerline of the footpads when fully extended. The internal tubes will be 8.00" x 10.00" with 1/2" thick top and bottom plates and 3/8" thick sides of 130,000 psi minimum yield strength steel and will be extended out by hydraulic cylinders. The cylinders will have pilot-operated check valves with thermal relief. This will insure that the beams will be in the stowed during travel. The external tubes will be 9-3/4" x 11-3/4" with 3/8" wall thickness. The internal jack tubes will slide on permanently attached wear pads.

The extension cylinders will be totally enclosed within the extension beams. The horizontal extension cylinders will be of the trombone type to eliminate wear and potential failure of hydraulic hoses.

The stabilizers will have a tip over safety margin of 1 1/2 times its rated load in any position the aerial device can be placed as outlined in the current edition of NFPA 1901. The aerial will be able to sustain a 1 1/3 to 1 rated load on a 5 degree slope downward in the position most likely to cause overturning. The maximum ground slope the apparatus can be set up on is 12 percent. On the 12 percent slope, the apparatus can be leveled within a 6 percent operating range with the apparatus cab facing uphill.

The cylinders will be supplied with dual pilot operated check valves on each stabilizer cylinder to hold the cylinder in the stowed or working position should a charged line be severed at any point in the hydraulic system. Stabilizers will contain safety lock valves and will require no mechanical pins to assure there will be no "leak down" of stabilizer legs.

Each stabilizer leg will have attached to the end of the leg a 16 gauge polished stainless steel shield. The stainless steel shield will be a maximum 13.00" wide to allow the extension of the stabilizer between parked cars. This plate will serve as a protective guard and a mounting

## Ashland City Fire Department

surface for warning lights. The top, forward, and rear edges will be flanged back for added strength.

The stabilizer cylinders will be sized to maximize ground penetration. The lift cylinders will be mounted on the end of the stabilizer tube and will have the following dimensions:

4.00" bore

3.50" rod

23.38" stroke

The stabilizer extension cylinders will have the following dimensions

1.75" bore

1.25" rod

64.00" stroke

The rear stabilizer will have the following dimensions:

4.50" bore

4.00" rod

29.00" stroke

Each stabilizer that can be extended from the body will be supplied with a red warning light as outlined in the current edition of NFPA. The stabilizers will be connected to a warning light in the cab to warn the operator if the stabilizers are deployed.

The ground contact area for each stabilizer will be a 12.00" diameter circular stainless steel disc without the auxiliary pads and 24.00" x 24.00" with lightweight composite material pads deployed. The ground pressure will not exceed 75 psi when the apparatus is fully loaded and the aerial device is carrying its rated capacity in every position. This will be accomplished with the stabilizer pads deployed, as outlined in the current edition of NFPA 1901. There will be one (1) pad located on each side of the apparatus in front of the stabilizers.

The auxiliary jack pad for the rear stabilizer will be integral to the stabilizer foot pad.

### **STABILIZER CONTROLS**

One (1) electric solenoid valve will control the stabilizers. The control switches will be located one (1) each side at the rear of the apparatus so the operator may observe the stabilizers during deployment.

The stabilizer controls will include the following:

## Ashland City Fire Department

- Leveling assist toggle switch: The outrigger control system will incorporate a computerized self leveling system in addition to the standard outrigger controls. The operator will have the option to manually or automatically level the truck. The computerized system will ensure full outrigger extension, proper jack penetration, and will level the vehicle within 1/2 a degree of level for safe operation of the aerial device.

-One (1) electric toggle switch for the engaging the emergency power unit.

- Two (2) fully extended beams green indicator lights: these lights will be illuminated when each of the respective stabilizer beams are fully extended.

- Three (3) firm on ground green indicator lights: each light will be illuminated when its respective stabilizer shoe is in the load supporting condition.

Each toggle switch will activate the engine fast idle automatically.

Manual override will be supplied for each stabilizer control valve.

A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move Indicator Light", which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed.

### **STABILIZER CONTROL BOX ALUMINUM DOOR**

A vertically hinged smooth aluminum door will be provided over each stabilizer control box. The door will be hinged outboard and be provided with a raised lift and turn latch.

### **STABILIZER PLACEMENT**

There will be two (2) cameras provided and installed on the body, one (1) directly above each stabilizer. The cameras will be activated with a switch in the cab and will provide a picture to specify the fully extended stabilizer position allowing the driver the ability to position the vehicle with the proper clearance for stabilizer deployment.

### **HYDRAULIC SYSTEM**

All hose assemblies will be assembled and crimped by the hose manufacturers certified technician.

All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components.

Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 4000 psi and a burst pressure rating of 16,000 psi.

## Ashland City Fire Department

All hydraulic fittings and tubing will be plated to minimize corrosion.

The fitting will use an O-ring seal where possible to minimize hydraulic leaks.

An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in the current NFPA 1901 standard.

The system will meet the performance requirement of the current NFPA 1901 standard, which requires adequate cooling less than 2.5 hours of operations.

All hydraulic components that are non-sealing whose failure could result in the movement of the aerial will comply with current NFPA 1901 standards and have burst strength of 4:1.

Dynamic sealing components whose failure could cause aerial movement will have a margin of 2:1 on maximum operating pressure per the current NFPA 1901 standard.

All hydraulic hoses, tubes, and connections will have a minimum burst strength of 4:1 per the current NFPA 1901 standard.

A hydraulic oil sight gauge will be supplied at the rear of the unit for easy fluid level verification.

A chassis mounted positive displacement piston pump for consistent pressure and rapid responses will supply hydraulic power for all aerial operations. The positive displacement pump will provide 3,150psi. The hydraulic pump will be solely dedicated to aerial operations.

Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance.

The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard. Each customer will receive a certificate of actual cleanliness test results and an explanation of the rating system.

Each aerial will include an oil sample port, identified with a yellow dust cap and a label, for subsequent customer testing.

Ball valves will be provided in the hydraulic suction lines to permit component servicing without draining the oil reservoir.

The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks.

Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel.



The system hydraulic pressure will be displayed on the turntable display.

The hydraulic system will be additionally protected from excessive pressure by a secondary pressure relief valve set at 3,150 psi. In the event the main hydraulic pump compensator malfunctions, the secondary relief will prevent system damage.

### **HYDRAULIC CYLINDERS**

All cylinders used on the aerial device will be produced by a manufacturer that specializes in the manufacture of hydraulic cylinders.

Each cylinder will include integral safety holding cartridges.

Each cylinder will be designed to a minimum safety factor of 4:1 to failure.

All safety holding cartridges will be installed at the cylinder manufacturer, in a controlled clean environment to avoid possible contamination and or failure.

### **POWER TAKEOFF/HYDRAULIC PUMP**

The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift, located inside the cab. The power takeoff which drives the hydraulic pump will meet all the requirements for the aerial unit operations.

A green indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of the aerial power takeoff shift only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

The hydraulic system will be supplied by a variable displacement load and pressure compensating piston pump. The pump will meet the demands of all three simultaneous aerial functions. The pump will provide proper flow for single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation.

### **EMERGENCY PUMP**

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of the current NFPA 1901 standard.

The aerial will be equipped with an emergency hydraulic pump, electrically driven from the truck batteries. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump.

### **AERIAL CONTROL VALVE**

The aerial hydraulic control valve will be designed with special spool flows, limiting the oil flow for the designed function speed. The valve will be electrically controlled and be located in the control console with the handles oriented downward for manual operation. The activation handles will be spaced a minimum of 3.50" for ease of operation. The valve spools will be designed to bleed off downstream pressure, in the neutral position and allow proper sealing of any cylinder holding cartridge.

### **OIL RESERVOIR**

The oil reservoir will have a minimum capacity of 20 gallons. The oil fill location will be easily accessible and be labeled "Hydraulic Oil Only" and also indicate the grade of oil that is installed in the reservoir. The fill will have a desiccant breather filter with a water capacity of 4 fluid ounces and a 5 micron rating.

Two suction ports will be provided, one for the main hydraulic pump and one for the emergency pump. The main suction will be slightly elevated off the bottom of the reservoir. The emergency suction port will be closer to the bottom of the reservoir to provide some reserve oil for emergency operation.

A temperature sending unit in the reservoir will provide indication of the oil temperature on an electronic display.

The hydraulic oil reservoir will be labeled per the current edition of NFPA 1901 standard.

### **RETURN FILTER**

The low pressure oil filter will be integrated with the hydraulic manifold and designed to prevent oil loss during filter change. The system will incorporate the following filter to provide dependable service:

- return filter: beta 200 at 6 micron

### **HYDRAULIC SWIVEL**

The aerial ladder will be equipped with a six (6) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

### **ELECTRIC SWIVEL**

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 28 collector rings will be provided that are capable of supplying 20 amp continuous service. All collector

rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

### **WATER SWIVEL**

Water will be transferred to the aerial waterway by means of a 5.00" internal diameter waterway through the swivel, permitting 360 degree continuous rotation.

### **13-BIT ABSOLUTE ENCODER**

The aerial ladder will be equipped with a 13-Bit Absolute Encoder, CAN-based, which provides 8192 counts per shaft turn for position and direction reference.

The 13-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation.

If the power is interrupted for any reason, the 13-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings.

The 13-Bit Absolute Encoder will be an integral part of a micro-processor based control system.

### **ELECTRICAL SYSTEM**

The aerial device will utilize a microprocessor-based control system. The system will consist of the following components:

Control System Modules

Each of the control system modules will be configured as follows:

Sealed to a NEMA 4X rating

Operating range from -40 degrees F to 156 degrees F (-40 degrees C to 70 degrees C)

Communicate using J1939 data link

Two (2) diagnostic LED lights

One (1) green light that illuminates when module has power (B+) and ground

One (1) red light that flashes to indicate the module is capable of communicating via the data link

Up to 16 diagnostic LEDs on each module

Ground matrix identification system

The following control system modules will be used:

## Ashland City Fire Department

### Control Module

Main controller for the system

USB connection allows for computer diagnostics

### Power Module

Built-in fault sensing

Eight (8) digital outputs

Pulse width modulating (PWM) capable

10A continuous per output

Circuit protection based on actual current draw (not affected by heat)

### Current Control Module

Built-in fault sensing

Three (3) analog inputs

Eight (8) digital outputs

Pulse width modulating (PWM) capable

3A continuous per output

### Closed Loop System

Circuit protection based on actual current draw (not affected by heat)

### Input Module

16 software selectable (digital or analog) inputs

### Output Module

16 digital outputs

### Input/Output Module

Eight (8) software selectable (digital or analog) inputs

Eight (8) digital outputs

### **SPOTLIGHTS**

There will be four (4) Whelen bail mount Micro Pioneer, Model MPB\*, 12 volt DC LED lights furnished.

- One (1) will be mounted on the driver's side of the base section of the ladder.
- One (1) will be mounted on the passenger's side of the base section of the ladder.
- One (1) will be mounted on the driver's side tip of aerial.
- One (1) will be mounted on the passenger's side tip of aerial.

The painted parts of this light assembly to be white.

Power to the "tracking lights" will be controlled by an on/off switch at the turntable control operator's position.

The lights at the platform will be controlled by platform/tip and turntable.

### **STABILIZER WARNING LIGHTS**

There will be two (2) Whelen®, Model M6\*, LED flashing warning lights with clear lenses and Whelen, Model M6FC, chrome flanges installed on the stabilizer cover panels, one (1) each side.

- The LED lights will be red.

These warning lights will be activated by the same switch as the side warning lights.

### **STABILIZER BEAM WARNING LIGHTS**

There will be two (2) Whelen®, Model T0R00FRR, 2.00" round red LED flashing lights mounted on each out and down stabilizer, one (1) facing forward and one (1) facing rearward.

The lights will be recessed in the horizontal beam of the stabilizer.

These warning lights will be activated with the aerial master switch.

### **STABILIZER SCENE LIGHTS**

There will be three (3) Amdor, Model AY-LB-12HW012, 190 lumens, 12.00" long, white LED strip lights installed to illuminate the area around the aerial stabilizers, one (1) light per stabilizer. The lights will be activated by the aerial master switch.

### **120-VOLT RECEPTACLE AT TIP**

A 120-volt, 20 amp, three (3)-prong twist lock receptacle, with weatherproof cover will be provided at the tip of the aerial device.

**120 VOLT LIGHTING AT TIP**

There will be Two (2) Whelen, Model PFP2AP, 120 volt AC LED floodlight(s) mounted on a Whelen, Model PBAPEDA pedestal swivel base provided at the tip of the ladder. Each light will rotate 360 degrees.

The painted parts of this light assembly to be white.

The light(s) will be located on the driver and passenger side.

Light(s) will be switched at the turntable only

**2-WAY AERIAL COMMUNICATION SYSTEM**

There will be a Fire Research model ICA910 two-way intercom system provided. The control module with an LED volume display and push-button volume control will be located on the turntable operator console.

A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed.

Each intercom unit will be weatherproof.

**AERIAL PEDESTAL**

The aerial pedestal will accommodate the height of the cab.

**LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT**

A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting.

**RESCUE LIFTING SYSTEM**

A rescue lifting attachment will be provided. The lifting attachment will mount to the aerial egress and will consist of a pair of nylatron pulleys mounted to a stainless steel shaft. The pulleys will be adjustable from side to side and will have a total lifting capacity of 500lb, regardless of whether one (1) or both pulleys are being utilized.

**AIR HORN CONTROL AT AERIAL TURNTABLE**

A push button control for the air horns will be provided at the aerial turntable.

**AERIAL TURNTABLE MANSAYER™ BARS**

ManSaver™ bars will be installed at the aerial turntable.

## **WATER SYSTEM**

A waterway system will be provided consisting of the following components and features:

A 5.00" pipe will be connected to the water supply on one end and to a 5.00" internal diameter water swivel at the rotation point of the turntable. The water swivel will permit 360 degree continuous rotation of the aerial device.

The 5.00" waterway swivel is to be routed through the rotation point up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -10 degrees to 77 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the mid-section and a 3.50" diameter tube in the fly section. The telescopic waterway will be constructed of anodized aluminum pipe.

The aerial will be capable of discharging up to 1000 gpm at 100 psi parallel to the ladder and 90 degrees to each side of center while maintaining the rated tip load.

The aerial will be capable of discharging between 1001 and up to 1500 gallons per minute at 100 psi parallel to the ladder and 40 degrees to each side of center while maintaining the rated tip load.

The master stream will be capable of flow up to 30 degrees above horizontal.

An adjustable pressure relief valve will be furnished to protect the aerial waterway from a pressure surge.

A 1.50" drain valve will be located at the lowest point of the waterway system.



## **WATERWAY SEALS**

The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

### **AERIAL MONITOR**

A Task Force Tips Model Y5-EB1A-L30 monitor with stow will be provided at the tip with a TFT 1500 gpm model. This monitor will allow for an additional 30 degrees of travel above horizontal at the aerial tip.

The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip.

If the aerial has a quick-lock waterway, a limit switch will be provided to disable the extended vertical travel when the monitor is locked to the lower ladder section.

There will be a courtesy light at the tip of the aerial to illuminate the controls.

### **WIRELESS REMOTE AERIAL MONITOR CONTROL**

One (1) wireless remote will be provided near the pump operator's panel in a protected area. The remote control will include a display for advanced system feedback and backlit control panel for improved visibility.

### **AERIAL WATERWAY FLOW METER**

Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the turntable control station.

### **REAR INLET**

A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus. The inlet will have 5.00" aluminum plumbing. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.

### **WATERWAY LOCKING SYSTEM**

The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder.

The monitor location will be changeable by the use of a single handle, located at the side of the ladder.

The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section.

There will be no pins to remove and reinstall.

The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.

### **TOOLS**

The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer:



## Ashland City Fire Department

- Torque Wrench
- All Required Extensions, Sockets and Adapters
- 4-to-1 Multiplier

### **MANUALS**

Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up.

### **INITIAL INSTRUCTION**

On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) consecutive days.

### **LOOSE EQUIPMENT**

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

### **NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT**

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 9.9.3 and 9.9.4 will be provided by the fire department.

- 800 ft (240 m) of 2.50" (65 mm) or larger fire hose, in any combination.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose, in any combination.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) playpipe with shutoff and 1.00" (25 mm), 1.125" (29 mm), and 1.25" (32 mm) tips.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) salvage covers, each a minimum size of 12 ft x 14 ft (3.6 m x 5.5 m).
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.

## Ashland City Fire Department

- Four (4) ladder belts meeting the requirements of NFPA 1983.
- One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 1983.
- One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 1983.
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

### **SOFT SUCTION HOSE**

There will be a 15' length of 6.00" soft suction hose provided with a 6.00" long handle swivel coupling on one (1) end and a 4.50" long handle swivel coupling on the other.

### **DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 9.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 9.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 9.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 9.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PAINT - BODY PAINTED TO MATCH CAB**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.

## Ashland City Fire Department

4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

Pierce Manufacturing paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) meet or exceed the Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels meet or exceed the #6 A.C.T. standard in critical areas. These requirements are met in order for the exterior paint finish to be considered acceptable. The Pierce Manufacturing written paint standards will be available upon request.

The cab and body will be two-tone, with the upper section painted Metallic Gray#479 along with a shield design on the cab face and lower section of the cab and body painted Lime yellow #40.

**PAINT - ENVIRONMENTAL IMPACT**

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

**PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions

## Ashland City Fire Department

- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

### **PAINT, REAR WHEELS**

All wheel surfaces, inside and outside of inboard steel wheels only, will be provided with powder coat paint #101 black.

### **CROSSLAY ROLL UP DOOR PAINT BREAK**

The paint break will extend through each of the crosslay roll-up doors located directly above the PUC pump panel. It will be located as shown on the graphics drawing.

### **COMPARTMENT INTERIOR PAINT**

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

### **AERIAL DEVICE PAINT COLOR**

The aerial device paint procedure will consist of a six (6) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting.
2. Primer/Surfacer Coats - A two (2) component urethane primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting.
3. Hand Sanding - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish.
4. Sealer Primer Coat - A two (2) component sealer primer coat will be applied over the sanded primer.

## Ashland City Fire Department

5. Topcoat Paint - Urethane base coat will be applied to opacity for correct color matching.
6. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied.

Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.

Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items.

The stabilizer beams, pedestal and torque box (including water tank cradle) will be treated with epoxy E-coat prior to painting to help provide resistance to corrosion and chemicals. The stabilizers and torque box will be painted black.

The aerial device components will be painted as follows using the aforementioned six (6) step finishing process:

- Aerial device ladder sections and extension cylinders: charcoal metallic 479
- Aerial turntable: charcoal metallic 479
- Aerial control console: lime yellow 40
- Aerial lift cylinders: lime yellow 40
- Aerial egress: 40 lime yellow (will be a contrasting color to the aerial device)
- Aerial boom support: black 101

### **REFLECTIVE STRIPES**

Four (4) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap then a 1.00" white stripe with a 1.00" gap then a 2.00" white stripe at the bottom.

The reflective band provided on the cab face will be at the headlight level.

### **REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall, smooth aluminum doors, and rear bumper. Rear compartment doors and stainless steel access doors will not be covered.

The colors will be blue and black reflective.

Each stripe will be 6.00" in width.

## Ashland City Fire Department

NFPA 1901, 2016 edition, Section 15.9.3.2.1 requires each stripe in the chevron to be a single color alternating between red and either yellow, fluorescent yellow, or fluorescent yellow green. Use of the red and yellow color is endorsed by the International Association of Fire Chiefs. The fire apparatus purchaser will realize that by requesting an exception to this aspect of NFPA 1901, this fire apparatus will not contribute to the national standardization initiative. Per the purchaser's specification, this apparatus will not be compliant to NFPA 1901 standards in this regard.

### **REFLECTIVE STRIPE ON STABILIZERS**

There will be a 4.00" wide fluorescent yellow green diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.

### **"Z" JOG IN REFLECTIVE STRIPE**

There will be one (1) "Z"-shaped jog(s) provided in the reflective stripe design.

### **CAB DOOR REFLECTIVE STRIPE**

A 6.00" x 16.00" light blue reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

### **LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

### **LETTERING**

One (1) to twenty (20) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

### **WEB SITE ADDRESS LETTERING, REFLECTIVE**

There will be a one (1) pair of web site addresses, in 1.00" to 2.00" reflective lettering, installed LS1/RS1.

### **LETTERING**

There will be reflective lettering, 18.00" high, with no outline or shade provided. There will be nine (9) letters provided.

### **LETTERING**

There will be genuine gold leaf lettering, 12.00" high, with outline and shade provided. There will be six (6) letters provided.

### **LETTERING**

There will be printed effect gold leaf lettering, 3.00" high, with outline and shade provided. There will be six (6) letters provided.



## Ashland City Fire Department

### **LETTERING**

There will be reflective lettering, 14.00" high, with outline provided. There will be three (3) letters provided.

### **LETTERING**

There will be printed effect gold leaf lettering, 16.00" high, with outline and shade provided. There will be three (3) letters provided.

### **LETTERING**

Forty-one (41) to sixty (60) genuine gold leaf lettering, 6.00" high, with outline and shade will be provided.

### **EMBLEM**

One (1) emblem showing a "Dept. Logo" will be installed on the upper cab. The emblem will be made with reflective material. The size will be approximately 12.00" high x 12.00" wide.

### **EMBLEM**

There will be two (2) reflective emblem(s), approximately 16.00" - 18.00" in size, installed cab door. the emblem will be modeled after the department submitted information (art, patch, etc).

### **EMBLEM**

There will be two (2) emblem(s), approximately 9.00" - 11.00" wide in size, installed upper cab. The emblem will be modeled after the department submitted information (art, patch, etc).

### **LETTERING/NUMERALS ON CAB GRILLE**

Up to six (6) painted letters/numerals, as determined by the fire department, will be provided on the cab grille.

### **FIRE APPARATUS PARTS MANUAL**

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **Service Parts Internet Site**

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

### **CHASSIS SERVICE MANUALS**

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine/Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **CHASSIS OPERATION MANUAL**

The chassis operation manual will be provided on one (1) USB flash drive.

### **ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

### **ENGINE WARRANTY**

A Detroit Diesel **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0180, is included with this proposal.

### **STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

**REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

**FIVE (5) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

**CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

**COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

**TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

**TRANSMISSION COOLER WARRANTY**

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first

Ashland City Fire Department

three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

**WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

**SIX (6) YEAR PARTS, ONE (1) YEAR LABOR**

The pump and its components will be provided with a six (6) year parts and one (1) year labor limited warranty. The manufacturer's warranty will provide that the pump and its components will be free from failures caused by defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

**TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**FOAM SYSTEM WARRANTY**

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

**TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY**

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

**AERIAL SWIVEL WARRANTY**

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**HYDRAULIC SYSTEM COMPONENTS WARRANTY**

Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

**HYDRAULIC SEAL WARRANTY**

Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

**AERIAL WATERWAY WARRANTY**

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FOUR (4) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

**SIX (6) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY**

A Harrison Hydra-Gen limited warranty certificate, WA0285, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

**ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

**POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

**CAB INTEGRITY CERTIFICATION**

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

## Ashland City Fire Department

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

### **Roof Crush**

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

### **Side Impact**

The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

### **Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

### **Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

### **CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

### **WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

### **ELECTRIC WINDOW DURABILITY CERTIFICATION**

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

**SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

**SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

**PERFORMANCE CERTIFICATIONS**

**Cab Air Conditioning**

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

**Cab Defroster**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

**Cab Auxiliary Heater**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

**AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

## Ashland City Fire Department

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.
  - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).





This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between G&W Diesel/ Emergency Vehicle Specialists Inc., a Tennessee corporation ("EVS"), and The Town of Ashland City, a Municipal Government [type of entity] ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by EVS pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the EVS Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"EVS Proposal"** means the proposal provided by EVS attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date EVS is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless EVS receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of EVS's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by EVS's authorized representative pursuant to Section 21 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,163,489 ("Purchase Price"). Prices are in U.S. funds, F.O.B. at the customer's location.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, EVS will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that EVS incorporate a change to the Products or the Specifications for the Products by delivering a change order to EVS; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit EVS to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, EVS will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. EVS shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by EVS's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, EVS may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by EVS; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. EVS endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by EVS upon sale of the Product to another purchaser, plus any costs incurred by EVS to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 12 months of the Effective Date of this Agreement, F.O.B. the customer's location. Risk of loss shall pass to Customer upon Delivery. Title shall

pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish EVS with written notice sufficient to permit EVS to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by EVS within thirty (30) days from the Notice of Defect. In the event EVS does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Emergency Vehicle Specialists  
Vice President of Apparatus Sales  
892 Kansas Street  
Memphis TN 38106  
901-948-1625

Customer  
The Town of Ashland City  
101 Court Street  
Ashland City, TN 37015  
\_\_\_\_\_  
\_\_\_\_\_

10. Standard Warranty. Any applicable EVS warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by EVS's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EVS, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall EVS be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from EVS's own negligence, or otherwise.

11. Insurance. EVS maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000  
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000  
Each Occurrence: \$25,000,000

The Customer may request: (x) EVS to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured as Customer's interests may appear (subject to the terms and conditions of the applicable EVS insurance policy); and (z) request that, prior to cancellation or non-renewal of the applicable EVS insurance policy, that the issuing carrier endeavor to provide thirty (30) days advance notice to the Customer of any such cancellation or non-renewal.

12. Indemnity. The Customer shall indemnify, defend and hold harmless EVS, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by EVS which are not caused by the sole negligence of EVS.

13. Force Majeure. EVS shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond EVS's control which make EVS's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) EVS fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with EVS.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of EVS until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of EVS until the Purchase Price for that Product has been paid in full. In case of any default in payment, EVS may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Tennessee.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by EVS's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by EVS's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the EVS Proposal, the EVS Proposal shall control. In the event there is a conflict between the EVS Proposal and this Agreement, the EVS Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by EVS's authorized representative.

Accepted and agreed to:

**G&W Diesel/ Emergency Vehicle Specialists**

**CUSTOMER:** \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

**PURCHASE DETAIL FORM**  
Emergency Vehicle Specialists  
Vice-President of Apparatus Sales  
892 Kansas Street  
Memphis TN 38106  
901-948-1625

Date: May 27, 2020

Customer Name: The Town of Ashland City

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	107' Ascendant PUC Quint	\$1,163,489
			\$
			\$
			\$
			\$

[Insert any trade-in or applicable discounts here.] A -\$47,627 discount is available if the full contract amount is paid at contract signing.

Warranty Period: As stated in proposal dated 5-27-20

Training Requirements: 3 days aerial training-3 days pump/foam system and chassis training

Other Matters: None

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any EVS available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: On delivery if not prepaid.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to EVS.] All taxes, excises and levies that EVS may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by EVS to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. EVS will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that EVS substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. EVS shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by EVS or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to EVS, EVS shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Tennessee.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF May 27th, 2020 BETWEEN EVS AND The Town of Ashland City WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY EVS HEREIN.

EXHIBIT B  
WARRANTY

SEE PROPOSAL DATED MAY 27<sup>TH</sup> 2020

EXHIBIT C

**EVS PROPOSAL**

SEE PROPOSAL DATED MAY 27<sup>TH</sup> 2020



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: FS12-17

Date Prepared: 05/27/20

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Ashland City	Contractor:	Emergency Vehicle Specialists
Contact Person:	Chuck Walker	Prepared By:	Doug Emerson
Phone:	(615) 792-4211	Phone:	(423) 315-6156
Fax:		Fax:	(901) 946-7433
Email:	<a href="mailto:cwalker@ashlandcitytn.gov">cwalker@ashlandcitytn.gov</a>	Email:	<a href="mailto:demerson@gwevs.com">demerson@gwevs.com</a> ; <a href="mailto:wbrown@gwevs.com">wbrown@gwevs.com</a> ; <a href="mailto:kspa@gwevs.com">kspa@gwevs.com</a>

Product Code:	FS19VA05	Description:	Pierce Enforcer Chassis, Aluminum Body, Single Axle, 107' Ladder
---------------	----------	--------------	--

<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>	\$936,103.00
---	--------------

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
103- Aerial Frame liner	\$4,616.00	159- Add Extended Bumper	\$2,335.00
105- upgrade to 22,800# front axle	\$2,175.00	161- Bumper tray with cover X2	\$1,936.00
108- upgrade rear single axle to 33,500	\$4,887.00	165- Bumper warning light recess	\$913.00
109- TAK-4 Suspension	\$16,965.00	166- Linex Bumper Coating	\$417.00
117- Tire Chains - Rear Axle	\$4,368.00	174- Mounting plate on engine tunnel	\$505.00
128- Wheel Chocks and Mounts	\$966.00	175- Electric Windows	\$2,093.00
132- ABS upgrade to ESC/ABS/ATC	\$4,731.00	179- Safety System	\$10,111.00
134- Air inlet-outlet	\$724.00	180- Driver Safety Seat	\$923.00
141- Cummins L9 450hp to Detroit DD13 470 hp	\$20,187.00	181- SCBA Safety Seat X3	\$2,748.00
142- Detroit DD13 470 to 525	\$4,788.00	185- Clean Cab base option	\$1,544.00
149- EVS 3000 TO 4000	\$9,661.00	<b>Subtotal From Additional Sheet(s):</b>	\$124,583.00
151- Aggressive Down shift	\$143.00	<b>Subtotal B:</b>	\$222,319.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Graphics	\$3,067.00		
		<b>Subtotal From Additional Sheet(s):</b>	\$0.00
		<b>Subtotal C:</b>	\$3,067.00

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	0.26%
---	--	-------

<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>			
Quantity Ordered:	1	X Subtotal of A + B + C:	1161489 = Subtotal D: \$1,161,489.00

<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>	<b>Subtotal E:</b> \$2,000.00
---	-------------------------------

<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>			
Description	Cost	Description	Cost
Chassis Pre-Payment Discount		Aerial Pre-Payment Discount	
100% Pre-Payment Discount	-\$47,627.00	Trade-in Allowance	
		<b>Subtotal F:</b>	-\$47,627.00

<b>Delivery Date:</b>	<b>Sep-21</b>	<b>G. Total Purchase Price (D+E+F):</b>	\$1,115,862.00
-----------------------	---------------	---	----------------

<b>Pulse Number</b>	<b>Qty</b>	<b>Description</b>	<b>Published Options</b>
186	1	EMS Compartment in Cab	\$2,668.00
188	3	Upgrade SCBA Bracket to Hands Free	\$2,301.00
190	1	Handrail with LED Lighting Cab	\$576.00
208	2	Spare 12 volt power (each)	\$238.00
209	1	Radio with Weatherband	\$1,070.00
222	1	Camera System, Sides and rear to mux	\$4,032.00
224	1	Camera System with DVR	\$3,058.00
229	1	Camera Stabilizer without lazer	\$4,135.00
233	1	Intercom Wireless System	\$5,077.00
235	4	Intercom Headset - wireless	\$4,080.00
237	1	IOTA Charger	\$1,185.00
245	1	Auto-eject 20 amp	\$541.00
253	1	LED cab lighting	\$873.00
255	1	LED Headlights	\$1,800.00
260	1	12 volt LED Hi-Viz Brow Full single	\$4,527.00
261	4	12 volt LED Hi-Viz Brow Double Lights	\$11,824.00
264	2	12 volt LED Flood Recessed or surface (per light) B	\$3,704.00
280	1	PUC Body Configuration	\$12,999.00
297	1	LED Compartment Lighting premium	\$3,219.00
310	6	Adjustable Compartment shelves	\$1,200.00
314	4	Slide-out floor tray	\$3,368.00
326	4	SCBA Cylinder storage in fender panel double (each)	\$3,596.00
337	1	add pump anodes (pair)	\$362.00
338	1	Add Mechanical Seal to Pump	\$883.00
341	2	Manual Ball Intake Valve	\$5,336.00
342	1	add 2.5" suction inlet	\$1,259.00
343	1	1.5" discharge front bumper	\$2,258.00
363	1	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$7,758.00
366	1	Crosslay roll-up door enclosure	\$2,684.00
369	1	Hose Reel, above pump w/ 150' Hose	\$3,343.00
378	1	Pierce Husky 3, Single Agent (3) discharges	\$10,236.00
382	1	Foam Cell 20 Gallons	\$1,568.00
422	1	Q2B Siren	\$4,122.00
423	1	Chrome Bell with manual pull string	\$1,702.00
425	1	Roto Ray Emergency Light	\$2,748.00
426	1	Mini Lightbar over crew cab Doors	\$4,253.00

<b>Base Bid</b>	<b>\$936,103.00</b>
<b>Published Options</b>	<b>\$124,583.00</b>
<b>Total Published Options</b>	<b>\$1,060,686.00</b>
<b>Unpublished Options</b>	<b>\$0.00</b>
<b>Total Options w/o HGAC Fee</b>	<b>\$1,060,686.00</b>





**Resolution 2020-**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF  
ASHLAND CITY, TENNESSEE TO TEMPORARILY ALLOW  
VARIANCES UNDER THE CURRENT SIGN ORDINANCE**

**WHEREAS**, on January 16, 2020, the Tennessee Department of Health activated the State Health Operations Center and on January 21, 2020, following CDC guidance, the Department designated COVID-19 as a reportable disease in Tennessee; and

**WHEREAS**, on March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) outbreak was pandemic; on March 12, 2020, Tennessee Governor Bill Lee declared a State of Emergency through Executive Order to deploy additional resources to combat the spread of the virus; and on March 13, 2020, President Donald Trump declared a National Emergency over the coronavirus pandemic; and,

**WHEREAS**, the Governor for the State of Tennessee issued Executive Order's that prevented the operation of certain business unless they were considered essential business.

**WHEREAS**, the Town of Ashland City desires to promote our local businesses in lieu of the pandemic and to help boost said business after the mandatory closings under Governor Lee's Executive Orders and finds that it is in the public's best interest to allow a variance to our current Sign Ordinance to allow business to use signs to assist in advertising to help promote their businesses.

**THEREFORE, BE IT RESOLVED**, the Ashland City Council shall allow for a temporary variance in the sign ordinance to waive the fee for permits for temporary signs as set out under Title 20 Section 106 of Sign Ordinance #501.

**BE IT FURTHER RESOLVED**, there shall be a variance for temporary signs to be in place at a business for a period up to one hundred and twenty (120) days versus the thirty (30) days as set out currently in the sign ordinance. Temporary signs shall include all signs as currently allowed under the sign ordinance as well as A-frame portable signs that shall be taken in every day at the close of business. Said temporary signs shall still be in compliance with all other guidelines as set out in the Sign Ordinance and shall not create a safety hazard to the public. This resolution shall expire on January 1, 2021.

ATTEST:

---

Mayor Steve Allen

---

City Recorder Kellie Reed CMFO, CMC

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO WRITE-OFF DELINQUENT WATER ACCOUNTS RECEIVABLES**

**WHEREAS**, the Town of Ashland City distributes water and collects sewage from the local business and residential community; and,

**WHEREAS**, the Town of Ashland City has on its books' numerous delinquent accounts for water and sewer fees which have been assessed and are over 180 days past due; and,

**WHEREAS**, the Mayor and Council recognize that the ability to effectively collect on outstanding accounts has become cumbersome activity, and the likelihood of collecting is extremely minimal; and,

**WHEREAS**, it is the desire of the Mayor and Council to clean up the financial records and books to avoid the carry-over of accounts receivables as available revenue, which stand a minimal possibility of collection; and

**WHEREAS**, the Mayor and Council have determined that writing-off the delinquent accounts, totaling \$14,032.32 which are over 180 days old and have been turned over to a collection agency, would clear up the books and financial records of the City.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, to hereby authorize the Financial Director to take whatever action is deemed appropriate to remove as available revenue from the financial books and records for the Town of Ashland City those accounts which have been turned over to a collection agency due to non-payment.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of June, 2020 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Kellie Reed CMFO, CMC

**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 8 ALCOHOLIC BEVERAGES, CHAPTER 2: BEER, IN ITS ENTIRETY**

**WHEREAS**, the Mayor and Council have previously adopted rules and regulations regarding beer sales; and

**WHEREAS**, state regulations have been updated and changed since having adopted this chapter; and

**WHEREAS**, the Mayor and Council of Ashland City, Tennessee have given due consideration to change the Code of Ordinances of the Ashland City and wish to update Title 8 Chapter 2.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, Title 8, Chapter 2, be amended to read in its entirety as follows:

**CHAPTER 2**

**BEER**

- Section 8-201. Beer business lawful but subject to regulation.
- Section 8-202. Definitions
- Section 8-203. Beer Board established
- Section 8-204. Inspectors
- Section 9-205. Beer manufacturing, wholesale, and distribution.
- Section 8-206. Permit required for engaging in beer business
- Section 8-207. Applications for permits
- Section 8-208. Permits not transferable and limited to location
- Section 8-209. Tax
- Section 8-210. Interference with public health and safety
- Section 8-211. Issuance of permits to person convicted of certain crimes prohibited
- Section 8-212. Issuance of permits to hotels, clubs, etc.
- Section 8-213 Sale of draft beer for off premises consumption
- Section 8-214 Prohibited conduct or activities by beer permit holders, agents, servants or employees of beer permit holders.
- Section 8-215 Suspension and revocation of beer permits and civil penalties

8-201. BEER BUSINESS LAWFUL BUT SUBJECT TO REGULATION. It shall be lawful to transport, store, sell, distribute, possess, receive, or manufacture beer of alcoholic content of not more than such weight, volume, or alcoholic content as is allowed by the statutory laws of the State of Tennessee, or any other beverages of like alcoholic content within the corporate limits of the Town of Ashland City. However, these activities, shall be subject to all the regulations, limitations, and restrictions hereinafter provided, and subject to the rules and regulations established by the City Council, privilege taxes, and regulations by the State of Tennessee.

8-202. DEFINITIONS.

- (1) "Beer" shall mean beer, ale, or other malt beverages, or any other beverages having an alcoholic content of not more than eight percent (8%) by weight, except wine as defined in TCA 57-3-101; provided, however, that no more than forty-nine percent (49%) of the overall alcoholic content of such beverage may be derived from the addition of flavors and other nonbeverage ingredients containing alcohol. Beer is currently defined in TCA 57-5-101 (b). In the event the TCA is amended in the definition of beer, then this amendment shall immediately be applicable to this section.

- (2) "Person" shall mean any private individual, partnership, joint venture, corporation and any other business entity or association.
- (3) "Premises" shall mean on the property owned, leased, or controlled by the permittee and so connected with the beer business in which the permittee is engaged as to form a component or integral part of it, including, but not limited to, the building, all decks, patios, and other outdoor service areas.
- (4) "Curb service" shall mean all sales transacted outside the building, patio, or deck where the beer business is carried on. Curb service does not include sales transacted within a designated sidewalk café, patio, or deck.
- (5) "Certified clerk" shall mean a clerk who has successfully satisfied the training requirements contained in this part, and who has received certification from a responsible vendor training program.
- (6) "Commission" shall mean the Tennessee Alcoholic Beverage Commission.
- (7) "Responsible Vendor" shall mean a vendor that has received certification from the commission pursuant to TCA 57-5-601 et. seq.
- (8) "Manufacturer" shall mean a person, partnership, corporation, or other business entity that produces beer from raw and/or processed ingredients.

8-203. Beer Board established.

- (1) A Beer Board is hereby established and created to approve and regulate all beer permits including suspension and fines for the selling, storing for sale, distributing for sale, and manufacturing of beer within the city in accordance with the provisions of this chapter and shall be known as the Town of Ashland City Beer Board.
- (2) The Town of Ashland City Beer Board shall consist of a committee composed of the Town of Ashland City Mayor and City Council. The Mayor shall serve as Chairman of the Beer Board.
- (3) The attendance of at least a majority of the members of the Beer Board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided only by a majority of the total membership of the board. Any member present but not voting shall be deemed to have cast a "nay" vote.
- (4) All meetings of the Beer Board shall be open to the public. The Town of Ashland City Beer Board shall convene when called by the Mayor or when an application for a beer permit is submitted. All members shall receive at least seven (7) days notice before a meeting and the meeting shall be advertised in the newspaper of general circulation no less than seven (7) day prior to the meeting date.
- (5) The City Recorder shall make a record of the proceedings of all meetings of the Beer Board. The record shall be a public record and shall contain at least the following: the date of each meeting; the name of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board as well as any suspensions or fines. The City Recorder shall also maintain an up to date list of the names and addresses of all beer permit holders.

8-204. Inspectors. The Town of Ashland City and the Cheatham County Sheriff's Department, or their designee, are authorized to inspect the premises and operations of permittees. The Tennessee Alcoholic Beverage Commission is also hereby authorized to inspect said premises and operations of permittees.

8-205. Beer manufacturing, wholesale, and distribution. The manufacturing of beer for human consumption is permitted in the Town of Ashland City but is subject to the limitations and restrictions set forth by the State of Tennessee including but not limited to the regulations set forth in TCA 57-5-101 et. seq as well as these regulations.

8-206. Permit required for engaging in beer business.

- (1) No person shall engage in the storing, selling, distribution, giving away, wholesaling, or manufacturing of beer, or other beverages of like alcoholic content, within the corporate limits of the Town of Ashland City until that person receive a permit to do so from the Beer Board. There are five types of permits that may be issued by the Board:
  - (a) Off premises permit. A retailer's "off premises" permit shall be issued to any person engage in the sale of beer for consumption and not for resale where the beer sold is not to be consumed by the purchaser upon or near the premises of the seller;
  - (b) On premises permit. A retailer's "on premises: permit shall be issued to any person engaged in the sale of beer where the beer is to be consumed by the purchaser or his/her guest upon the premises of the seller. The sell of beer may be allowed in outdoor areas as long as the outdoor area is roped off or otherwise separated by some sort of barrier from the businesses parking lot. Hotel, motels, golf courses, and private clubs may apply for on premises permit. The sale of beer at hotels, motels, golf courses, and private clubs shall be in compliance with all state laws as are applicable to these individual businesses;
  - (c) Manufacturer's permit. A manufacturer's permit to a manufacturer of beer, for the manufacture, possession, storage, sale, distribution, and transportation of the product of the manufacturer which product may be consumed upon the premises of the manufacturer to the extent permitted by state law of general application or sold for off premises consumption. A manufacturer's permit may also include the on-premises consumption of other beers manufactured by different companies and at different locations to the extent as permitted by state law. A manufacturer of beer may maintain a manufacturer's tap room for the purpose of selling beer for consumption on or off premises with a manufacturer's permit. A manufacturer's permit is subject to the limitations and restrictions set forth pursuant to all state regulations and specially those set out at TCA 57-5-101 et. seq. Only one permit is required under a manufacturer's permit for the manufacturer of beer as well as on premises and off premises consumption of beer.
  - (d) Special event permit. A "special events" permit is required to be issued to any charitable, nonprofit, or political organization engaged in the sale of such beverages where they are to be consumed by the purchaser or his/her guests upon the premises and are for the limited purpose of a limited engagement or special event. The permit shall require prior notification in writing ten days prior to the event with the organization holding the event and location of where the event is to be held. Each permit will be issued for a specific date and a specific period of time. A special event permit shall not exceed more than seventy-two (72) consecutive hours. An organization is limited to four (4) special event permits per year.
  - (e) Caterer permit. A "caterer" permit to any person or legal organization conducting a food and beverage catering business who or which has been previously issued a liquor by the drink certificate from the Tennessee Alcoholic Beverage Commission. The liquor by the drink certificate must be current and not expired or revoked at the time of the application for the caterer permit.
- (2) Fee. All applications for the issuance of any type of beer permit shall be accompanied by an application fee as specified in Appendix A for use in offsetting the expenses of investigating the applicant and processing the application. No portion of the fee shall be refunded to the applicant notwithstanding whether the application is approved or denied. Applications for a single permit for both on and off premises sales shall pay one application fee.
- (3) A permit holder must return to the town the beer permit within fifteen (15) days of termination of the business, change in ownership of more then fifty (50) percent, relocation of the business or change of the business's name; provided however, that notwithstanding the failure to return a beer permit, a permit shall expire on termination of the business, change in ownership of more than fifty (50) percent, relocation for the business or change of the business name. Upon any of these occurrences, a new permit will be required to be applied for by the business.

8-207. Applications for permits. Each application for a beer permit shall be required to complete a written application in a form as provided by the Beer Board. Each application must state all of the following:

- (1) The name, age, and address of the applicant.
- (2) The location of the premises at which the business will be conducted.
- (3) The owner or owners of such premises where the business will be located.
- (4) Name and addresses of all persons with at least a five percent ownership interest in the business applying for a license. If the applicant is a partnership, a joint venture, or a corporation, the private individual who signs the application shall indicate, in words, that the signature is a valid, binding, and legal signature on behalf of the business entity. Where it deems appropriate, the Beer Board may require the applicant to furnish as a condition of approval a certified copy of a resolution approved by the managing body of the business entity authorizing the individual signing the application on behalf of the business entity to obligate the entity.
- (5) Applicants as well as any managers of the applicant's business shall provide, at their expense, a certified criminal background check from Tennessee Bureau of Investigation. Applicant must certify that they have not been convicted of a crime of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude within the last ten (10) years.
- (6) Applicants shall submit a copy of their business license.
- (7) Applications will be submitted to the building inspector for approval.
- (8) The completed application shall be submitted to the City Recorder at least fifteen days prior to the Beer Board meeting at which it is to be considered.
- (9) Any other relevant information as may be required by the Beer Board.

8-208- Permits not transferable and limited to location.

- (1) A permit shall be valid only for the owner to whom the permit is issued, and under the name identified in the application and cannot be transferred. If the owner is a corporation, an LLC, or a partnership, a change of ownership shall occur when control of at least fifty (50%) percent of the stock of the corporation is transferred to a new owner.
- (2) A permit is valid only for a single location and cannot be transferred to another location. A permit is valid for all decks, patios, and other outdoor serving area contiguous to the exterior of the building in which the business is located and that are operated by and remain under the control of the business.

8-209. Tax. There is hereby imposed on the business of selling, distributing, storing or manufacturing beer an annual privilege tax of \$100.00. Any person, firm, corporation, or any other type of business engaged in the sale, distribution, storage or manufacture of beer shall remit the tax annually on or before January 1 to the Town of Ashland City. Failure to remit the tax by January 1 may result in automatic revocation of the license. At the time a new permit is issued to any business, the permit holder shall be required to pay the privilege tax on a prorated basis for the remaining portion of the year remaining. The tax funds collected may be used for any valid public purpose.

There is further a Wholesale Beer Tax Act as established at TCA 57-6-101 et seq. that shall be paid by all applicants. The City Recorder is directed to take appropriate action to ensure payment of the tax to the Town of Ashland City.

8-210. Interference with public health and safety. No beer permit shall be issued when the business would cause congestion of traffic or would interfere with schools, churches, or other places of public gathering, or would interfere with the public health or safety. No permit shall be issued at places within one hundred (100) feet of any school, church or other place of public gathering, as measured in a straight line from the nearest public entrance of such school, church, or other such place to the nearest public entrance of the business in which the beer will be sold. No permit shall be suspended, revoked, or denied on the basis of its proximity to a school, church, or other place of public gathering if a valid permit had been issued to that business prior to January 1, 1993 as long as the permit is not discontinued any continuous six month period.

8-211. Issuance of permits to person convicted of certain crimes prohibited. No beer permit shall be issued to any applicant if he/she has been convicted of any violation of the laws against the possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude, or of any felony, within the past ten (10) years and that no person to be employed by the applicant in the sale or distribution of beer has been so convicted.

8-212. Issuance of permits to hotels, clubs, etc. It shall be lawful for the Beer Board to issue a permit for the sale of any beverage coming within the provision of this chapter and pursuant to Tennessee Code Annotated by hotels, motels, clubs, or lodges.

8-213. Sale of draft beer for off-premises consumption. Draft beer may be sold for off-premises consumption only by the holder of an off-premises beer permit or manufacturer's permit. Both off-premises permit holders and manufacturer's permit holders may fill or refill growlers on demand with beer for off-premises consumption provided the label as required by this section is affixed to the growler.

Each growler must be securely sealed and removed from the premises in its original sealed condition. Each growler shall bear a twist type closure, cork, stopper, or plug. At the time of the sale and/or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container or bottle and extend over the top of the closure forming a seal that must be broken upon opening of the growler.

8-214. Prohibited conduct or activities by beer permit holders, agents, servants, or employees of beer permit holders. The Beer Board shall have the power and authority to revoke or suspend any permits issued by it for any violation of any provisions of state law or for any of the criteria set out below. It shall be unlawful for the following:

- (1) Operate a disorderly place by allowing boisterous or disorderly conduct or any other such activity.
- (2) Has been convicted for the possession, sale, manufacture, or transportation of intoxicating liquor or any crime involving moral turpitude or a felony.
- (3) Sales beer to a person under the age of twenty-one (21).
- (4) Has made a false statement or misrepresentation of a material fact to the board.
- (5) Brings, causes, or allows any illegal substance on the premises.
- (6) Makes or allows any sale to any intoxicated person or to any feebleminded, insane, or otherwise mentally incapacitated person.
- (7) Sell on the premises any alcoholic beverage with an alcoholic content of more than eight percent (8%) by weight without the appropriate license from the Tennessee Alcoholic Beverage Commission.
- (8) Allow the place of business to become a public nuisance or a nuisance to law enforcing agencies of the Town of Ashland City, or contribute to creating or maintaining a public nuisance.
- (9) Fails to provide and maintain sanitary toilet facilities or fails to comply with any state, county, or local health laws and regulations.
- (10) Has their license with the Tennessee Alcoholic Beverage Commission suspended or revoked.
- (11) Not paying all taxes as due to the Town of Ashland City as set out by this Ordinance and state law.
- (12) Allow beer to be sold through any drive-through, delivery window or curbside service.
- (13) Allows any intoxicated person to loiter on or about the premises in which said intoxicated person is a nuisance or becomes disorderly.
- (14) Allow the sale of draft beer for off premises consumption in any container that is not approved by this Ordinance and does not have the appropriate seal.
- (15) The permit holder shall be held strictly accountable for any actions of his employees which violate any of the above restrictions.

8-215. Suspension and revocation of beer permits and civil penalties. All permits issued by the Beer Board under the provisions of this chapter shall be subject to suspension or revocation by the board for the violation of any of the provisions of this chapter or of state law. Suspension or revocation proceedings may be initiated by the Police Chief, Mayor, City Attorney, or any member of the Beer Board. The board is vested with full and complete power to investigate charges against any permit holder.



and to cite any permit holder to appear and show cause why his permit shall not be suspended or revoked or a civil penalty imposed. Complaints may be filed against any permit holder by any citizen and shall be made in writing to the board.

For all hearings before the board for violations, the board shall notify the permittee of said violations by written notice to appear giving the date, time and location. Said notice shall be served on the permittee at the address indicated by the permittee and shall be served either in person or by certified mail. The notice shall be served at least five (5) days before the date of the hearing. Adequate public notice shall also be given. The chairman of the board is authorized to compel the attendance of witnesses by subpoena issued by the Court Clerk of the Town's Municipal Court.

All action taken by the board shall be final. No new permit shall be issued for the sale of beer at the same location once it is revoked unless one year has lapsed or there has been a change of ownership. A change in ownership means outside the immediate family of the original individual owners, and further means that no original owner or his/her immediate family continues to have any interest in the business.

If the permittee shall be certified as a Responsible Vendor pursuant to TCA 57-5-608 et.seq., the permittee shall furnish a copy of such certification to the Beer Board prior to the meeting. The Beer Board shall be subject to all restrictions as set out pursuant to TCA 57-5-608 in instituting any revocation, suspension, or civil penalty.

The Beer Board may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed two thousand five hundred dollars (\$2,500) subject to all other restrictions if the permittee is a Responsible Vendor. The permit holder shall have seven (7) business days to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time period, the revocation or suspension shall be deemed withdrawn. The Beer Board for all first-time violations shall consider giving the alternative for a civil penalty.

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

First Reading June 9, 2020

Public Hearing

Second Reading

---

Mayor Steve Allen

---

City Recorder Kellie Reed, CMFO, CMC

APPENDIX A- Town of Ashland City Beer Code

Application fee- beer permit, manufacturing on premises, off premises catering	\$250.00 each
Beer Permit Special Event	\$150.00 each

**ORDINANCE #**

**AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS**

**WHEREAS**, the Mayor and City Council of the Town of Ashland City previously passed Ordinance #420 regarding electronic citation regulations and fees; and

**WHEREAS**, Tennessee Code Annotated, Section 55-10-207 was amended by Public Chapter 750, authorizing electronic citations to be filed in court, along with a fee to recover costs associated with both written and electronic citations.

**WHEREAS**, Ordinance #420 was passed on second reading on September 9, 2014 and took effect twenty days after the final passage; and,

**WHEREAS**, TCA 55-10-207 provides that an ordinance under the statute has a sunset provision and expires at the end of five years.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the Town of Ashland City, Chapter 3, Chapter 5, as previously passed in Ordinance #420 be hereby reinstated for another five (5) year passage:

**BE IT FURTHER ORDAINED**, this Ordinance shall take effect twenty days from and after its final passage, the public welfare requiring it.

First Reading: June 9, 2020

Second Reading:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Kellie Reed, CMFO, CMC

This instrument prepared by:  
Bradley Arant Boult Cummings, LLP (JLM)  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

## FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the "Amendment") is made and entered into as of this \_\_\_ day \_\_\_\_\_, 20\_\_ by and between the Town of Ashland City, a municipal corporation of State of Tennessee (collectively, the "Town"), and State Industries, LLC, a Tennessee limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the Town and the Company entered into that certain Easement Agreement, dated as of the \_\_ day of \_\_\_\_\_, 2020 (the "Easement Agreement"), whereby the Town granted to the Company certain easements in order to permit the Company to construct the Levee Project (as defined in the Easement Agreement) so as to reduce the impact to the Company's manufacturing facility located on the Company Property (the "Facility") and the Town's wastewater treatment plant caused by the rise of the Cumberland River up to elevation 409 above sea level; and

WHEREAS, the parties have agreed to amend the Easement Agreement in order to grant to the Town the right to operate the improvements constructed as part of the Levee Project under certain circumstances.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement Agreement.

2. Operation of Levee Project. In the event the Company or its successors and assigns, abandons the use of the Facility and ceases to maintain and operate the improvements constructed as part of the Levee Project for a period of more than six (6) months, then notwithstanding the terms of the Easement Agreement, the Town shall be permitted to assume control of the maintenance and operation of the improvements constructed as part of the Levee Project. The Town's right to maintain and operate the improvements constructed as part of the Levee Project shall terminate upon any owner of the Company Property resuming operations at the Facility. Notwithstanding the foregoing, the Town will not be obligated and shall have no duty to make any repairs, maintenance and or improvements to the Levee Project while operating it under the circumstances set forth in this Paragraph 2. In the event that the Town elects to make any necessary repairs and or maintenance to the Levee Project while operating it pursuant to this Paragraph 2, the Town has the legal right to place a lien on the property of the Company for the cost of the repairs.

3. Effect of Amendment. All of the terms, provisions, covenants and agreements contained in the Easement Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Except as otherwise expressly amended herein, all the terms and conditions of the Easement Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Easement Agreement and this Amendment, this Amendment shall govern and control. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

4. Counterpart Originals. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Execution of this Amendment may be evidenced by facsimile signature and/or PDF signature, each of which shall be deemed an original for all purposes.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

TOWN:

Town of Ashland City, a municipal corporation of State of Tennessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be the \_\_\_\_\_ of The Town of Ashland City, Tennessee, the within named bargainor, a municipal corporation of State of Tennessee, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by \_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

COMPANY:

State Industries, LLC., a Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF CHEATHAM

Before me, \_\_\_\_\_, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_self to be \_\_\_\_\_ of State Industries, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by \_\_\_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the State of Tennessee Department of Transportation (“TDOT”), the United States Army Corps of Engineers, Nashville District (the “USACE”), and Ashland City, Tennessee (“Ashland City”).

### WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, the USACE hereby grants TDOT permission to enter upon the Protected Property on the terms and conditions hereinafter set forth:

1. Protected Property.

A. The USACE is the owner in fee simple of certain real property consisting of approximately 0.738 acres, located on State Route 455 in Cheatham County, Tennessee, more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference (the “Protected Property”). The Protected Property possesses natural resources of significant conservation value which must be preserved and protected.

B. The USACE has leased the Protected Property to Ashland City for use for compensatory mitigation pursuant to 33 C.F.R. Part 332.

C. The USACE also has authorized TDOT to build within the Protected Property a new channel for Puzzle Fool Creek, as depicted in Exhibit B hereto, as part of TDOT’s Highway Project No.11049-2202-04, (SR-455 [Tennessee Waltz Parkway], from SR-49 to 1,500 feet south of SR-49) (the “Project”), pursuant to USACE Nationwide Permit (NWP) 14 for Linear Transportation Projects effective March 19,



2017 [ 82 FR 1860], File No. LRN-2017-00887 (the “USACE Permit”) and related Aquatic Resource Alteration Permit NRS 19.269, §401 Water Quality Certification, effective May 1, 2020 issued by the State of Tennessee Department of Environment and Conservation (“ARAP Permit”).

2. TDOT Activities.

A. Construction. TDOT will use the Protected Property to build a new channel for Puzzle Fool Creek, as depicted in Exhibit B hereto, and to restore, establish, and enhance the flow of water therein in accordance with the mitigation plan approved as part of the USACE Permit.

B. Monitoring. After completion of its construction and restoration activities, TDOT will be responsible for monitoring the Protected Property to demonstrate compliance with the performance standards within the monitoring periods as more particularly defined in the USACE Permit and ARAP Permit to ensure that the site is stable and that the target community is established on the site. Additional monitoring may be required beyond the monitoring periods established in said Permits based upon success of the mitigation or the need for adaptive management actions.

C. Alternate Stream Mitigation. In the event that the USACE changes the use of the Protected Property in the future so that a stream cannot be maintained at that location, then TDOT agrees that it will provide replacement stream mitigation for the mitigation credits associated with the USACE Permit and the ARAP Permits issued for the Project. If such replacement stream mitigation is needed, then the USACE agrees to work with TDOT to find suitable off-site replacement stream mitigation.

D. Term. TDOT's activities listed in this paragraph 2 ("TDOT Activities") will be conducted during an eight (8) year period of time beginning with the commencement of channel construction on the Protected Property.

3. Ashland City Activities. Subject to the TDOT Activities, Ashland City agrees:

A. To ensure the Protected Property retains its natural condition and conservation value in accordance with the mitigation plan approved as part of the USACE and ARAP Permits, and

B. To confine the use of the Protected Property to only those activities and uses that are consistent with the said mitigation plan and USACE and ARAP Permits, and

C. To restore or require restoration of any areas or features of the Protected Property that are damaged by any authorized use of the Protected Property or by the failure to preserve and protect it.

4. Cost to TDOT. Performance of the TDOT Activities will be at TDOT's sole cost and expense. However, the use of the Protected Property by TDOT for the performance of the TDOT Activities will be at no cost to TDOT, its contractors, subcontractors, their employees and agents.

5. Permission.

A. The USACE hereby grants TDOT, its contractors, subcontractors, and their employees and agents, permission to enter upon the Protected Property for the purpose of performing the TDOT Activities, and all acts necessary in connection therewith.

B. Ashland City hereby acknowledges and agrees that TDOT, its contractors, subcontractors, and their employees and agents, have permission to enter upon the Protected Property for said purposes.

C. Such permission shall continue in force until all said TDOT Activities are completed to the satisfaction of TDOT and the USACE.

6. Permits. Prior to commencing the TDOT Activities, TDOT will obtain any permits or approvals required by federal, state or local laws, including final and fully effective USACE and ARAP Permits, and shall notify any utility company affected by such work.

7. Limited to Extent Necessary. TDOT's entry upon the Property shall be limited to the extent necessary for the performance of the TDOT Activities authorized herein. The USACE and Ashland City will be advised by TDOT or TDOT's contractor at least one (1) week in advance that the TDOT Activities will commence. Upon completion of the TDOT Activities, TDOT will cause any tools, equipment, or material placed on the Protected Property for the purpose of the TDOT Activities to be removed.

8. No Interference. The USACE and Ashland City agree not to prohibit, interfere with or obstruct such entry or TDOT Activities upon the Protected Property, and not to cause or permit such entry by others during construction of a new channel for Puzzle Fool Creek.

9. Liability For Work Performed. Claims brought by third parties against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this agreement shall be submitted to the Claims Commission of the State of Tennessee and shall be limited as provided for in T.C.A. §9-8-307. Each party shall be liable only for claims, liability, costs, expenses, demands,

settlements or judgments resulting from its own negligent actions or omissions or those of its officers, agents and employees in performing such party's duties herein.

10. Successors. This Agreement shall be binding upon the parties hereto and their respective successors, representatives, assigns, and anyone claiming ownership, title, leasehold or any other occupancy rights to the Property by, through or under the USACE, including Ashland City or other future tenants or occupants.

This Agreement shall be effective as of the date of the last signature hereto. In witness whereof, TDOT, the USACE and Ashland City have executed this Memorandum of Understanding and agree to be bound by the terms herein.

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Dept of Transportation

Tennessee Department of Transportation

Signature: \_\_\_\_\_  
Clay Bright, Commissioner

Date: \_\_\_\_\_

United States Army Corp of Engineers,  
Nashville District

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Ashland City, Tennessee

Signature: \_\_\_\_\_  
Stephen E. Gilmore, Mayor

Date: \_\_\_\_\_

**EXHIBIT "A"**

**BEGINNING AT A POINT IN THE NORTH SECTION OF THIS TRACT IN THE PROPOSED RIGHT OF WAY OF STATE ROUTE 455, SAID POINT BEING 77.28 FEET RIGHT OF STATE ROUTE 455 CENTERLINE STATION 84+70.14; THEN,**

**1. A BEARING SOUTH 46 DEGREES 32 MINUTES 55 SECONDS EAST AND A DISTANCE OF 26.91 FEET THEN,**

**2. A BEARING SOUTH 31 DEGREES 52 MINUTES 52 SECONDS WEST AND A DISTANCE OF 46.81 FEET THEN,**

**3. A BEARING SOUTH 02 DEGREES 34 MINUTES 12 SECONDS EAST AND A DISTANCE OF 25.44 FEET THEN,**

**4. A BEARING SOUTH 46 DEGREES 32 MINUTES 55 SECONDS EAST AND A DISTANCE OF 18.00 FEET THEN,**

**5. A BEARING SOUTH 89 DEGREES 46 MINUTES 51 SECONDS EAST AND A DISTANCE OF 28.66 FEET THEN,**

**6. A BEARING NORTH 58 DEGREES 08 MINUTES 24 SECONDS EAST AND A DISTANCE OF 0.67 FEET THEN,**

**7. A BEARING SOUTH 13 DEGREES 29 MINUTES 30 SECONDS EAST AND A DISTANCE OF 27.10 FEET THEN,**

**8. A BEARING SOUTH 12 DEGREES 48 MINUTES 15 SECONDS EAST AND A DISTANCE OF 85.61 FEET THEN,**

**9. A BEARING SOUTH 19 DEGREES 51 MINUTES 05 SECONDS EAST AND A DISTANCE OF 103.92 FEET THEN,**

**10. A BEARING SOUTH 10 DEGREES 58 MINUTES 55 SECONDS WEST AND A DISTANCE OF 18.24 FEET THEN,**

**11. A BEARING SOUTH 16 DEGREES 43 MINUTES 07 SECONDS WEST AND A DISTANCE OF 28.67 FEET THEN,**

**12. A BEARING SOUTH 19 DEGREES 50 MINUTES 13 SECONDS WEST AND A DISTANCE OF 18.86 FEET THEN,**

**13. A BEARING SOUTH 08 DEGREES 37 MINUTES 21 SECONDS EAST AND A DISTANCE OF 9.93 FEET THEN,**

**14. A BEARING SOUTH 73 DEGREES 27 MINUTES 5 SECONDS WEST AND A DISTANCE OF 86.83 FEET THEN,**

**15. A BEARING NORTH 16 DEGREES 32 MINUTES 55 SECONDS WEST AND A DISTANCE OF 182.63 FEET THEN,**

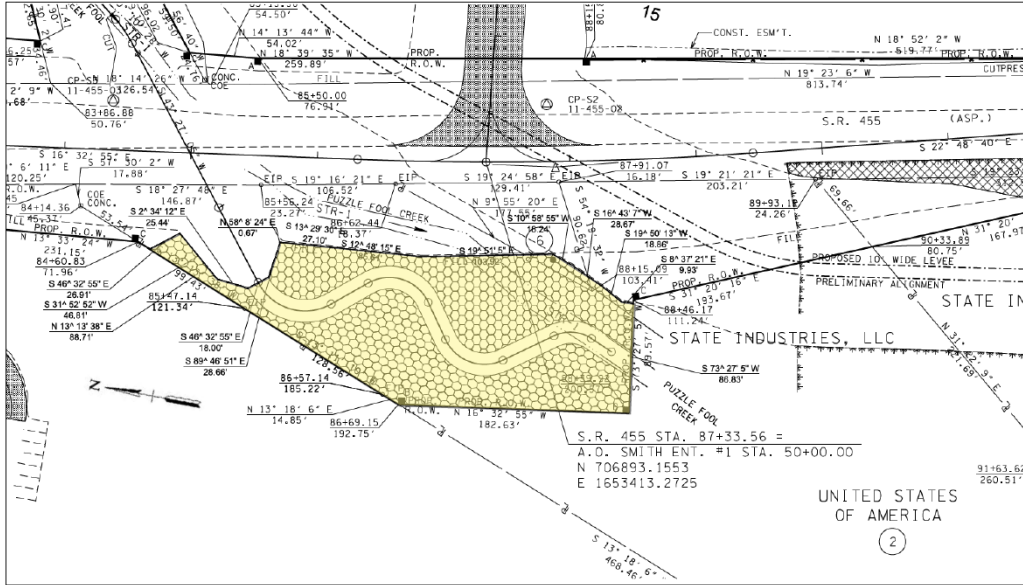
**16. A BEARING NORTH 13 DEGREES 18 MINUTES 6 SECONDS EAST AND A DISTANCE OF 14.85 FEET THEN,**

**17. A BEARING NORTH 13 DEGREES 11 MINUTES 10 SECONDS EAST AND A DISTANCE OF 128.56 FEET THEN,**

**18. A BEARING NORTH 13 DEGREES 13 MINUTES 38 SECONDS EAST AND A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING, HAVING AN AREA CONTAINING 0.738 ACRES.**

# EXHIBIT "B"

State Route 455  
Tract 2



NOT TO SCALE

February 17, 2020

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PUBLIC ROAD OR STREET**  
**LOCATED ON**  
**CHEATHAM LOCK AND DAM**  
**PROJECT**  
**Cheatham County, Tennessee**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668a, having found that the granting of this easement will not be against the public interest, hereby grants to **The Town of Ashland City**, hereinafter referred to as the grantee, an easement for a road or street and stream mitigation, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibit(s) “A” and “B”, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This easement is granted in perpetuity.

**2. CONSIDERATION**

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to The Town of Ashland City, Post Office Box 36, Ashland City, Tennessee 37015 and if to the United States, to the District Engineer, A ATTN: District Chief of Real Estate, Real Estate Contracting Officer, 110 9<sup>th</sup> Avenue North, Room A-405, Nashville, Tennessee 37203, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.



#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to “Secretary”, “District Engineer”, “Installation Commander”, or “said officer” shall include their duly authorized representatives. Any reference to “grantee” shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Nashville District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

#### **9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

## **12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

## **14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

## **15. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under

the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

## **16. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

## **17. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **18. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

## **19. ENVIRONMENTAL PROTECTION**

**a.** Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

**b.** The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must

obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

## **20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **21. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. ' 2000d); the Age Discrimination Act of 1975 (42 U.S.C. ' 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

## **22. RESTORATION**

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

## **23. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33

U.S.C. ' 403), Section 404 of the Clean Water Act (33 U.S.C. ' 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

## **24. EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the grantee and any reference to “contract” shall refer to the easement.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

### **(a) Minimum Wages.**

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(b) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(c) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(d) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(e) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(f) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(g) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(h) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a) (1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(i) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(j) Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(k) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(l) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage



determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(m) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## **25. EXECUTIVE ORDER 13706**

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
  - (ii) The employee's occupation(s) or classification(s);
  - (iii) The rate or rates of wages paid (including all pay and benefits provided);
  - (iv) The number of daily and weekly hours worked;
  - (v) Any deductions made;
  - (vi) The total wages paid (including all pay and benefits provided) each pay period;
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
  - (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
  - (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
  - (xiii) The relevant covered contract;
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If a contractor wishes to distinguish between an employee's covered and noncovered work, the contractor must keep records or other proof reflecting such distinctions.

Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c) (1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## **26. SITE SPECIFIC**

This easement is subject to Nationwide Permit LRN-2017-00877.

## **27. SUCCESSION**

This easement supersedes and is in lieu of Easement DACW62-2-99-0011 dated 17 November 1998.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Michael T. Abernathy  
District Chief of Real Estate  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Nashville District

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Steve Allen  
Mayor, Town of Ashland City





**ACKNOWLEDGMENT**

**STATE OF \_\_\_\_\_)**

**: ss**

**COUNTY OF \_\_\_\_\_)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned Notary Public, personally appeared Michael T. Abernathy, Chief, Real Estate Division, Real Estate Contracting Officer, U.S. Army Engineer District, Nashville, Tennessee known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

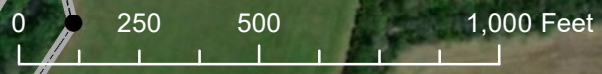
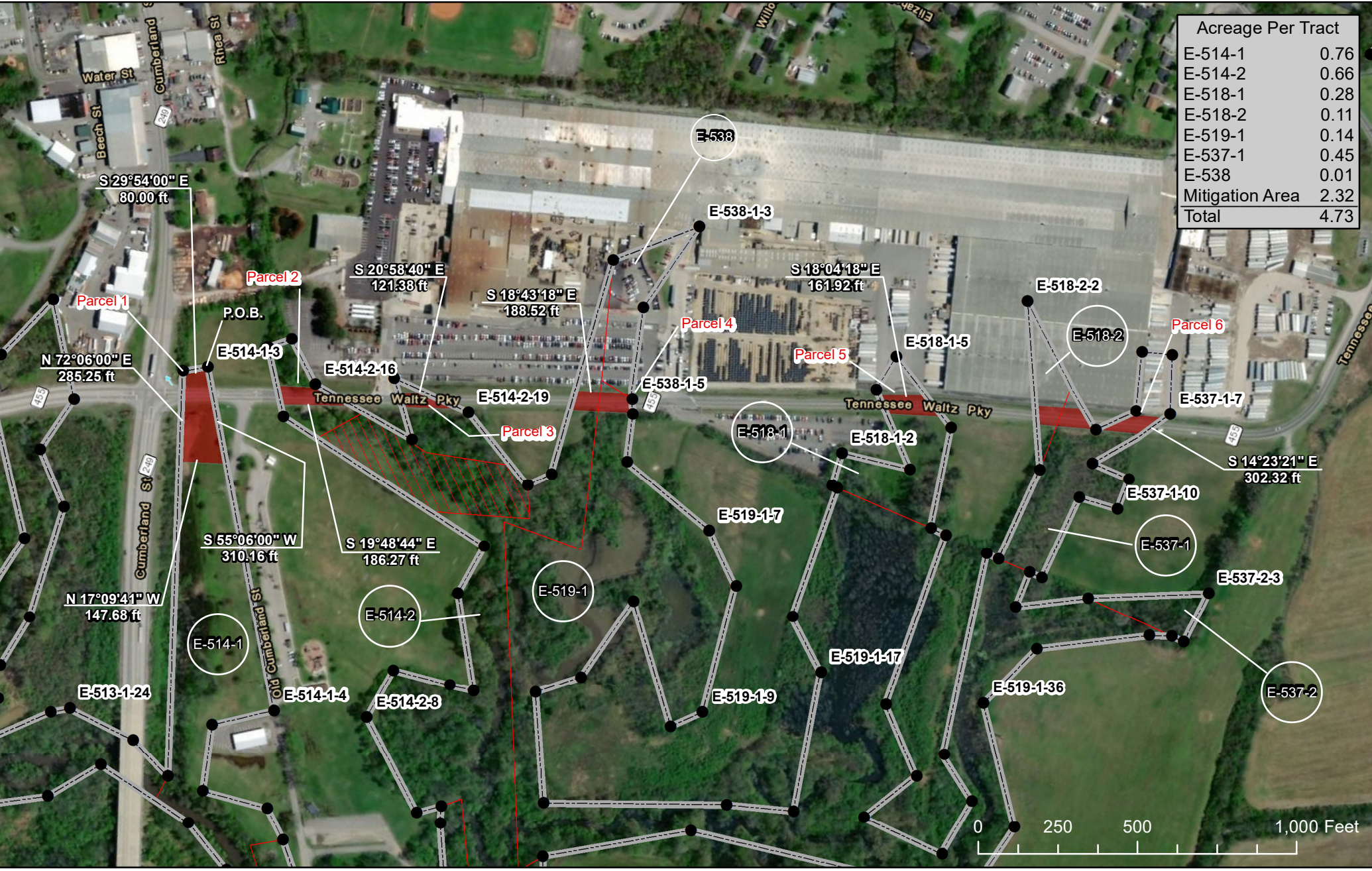
THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
**Courtney Eason**, Realty Specialist  
U.S. Army Corps of Engineers  
Address  
615-736-7184

REVIEWED FOR LEGAL SUFFICIENCY BY:

\_\_\_\_\_  
Kirsten S. Rønholt, Attorney  
615-736-7637

Acreage Per Tract	
E-514-1	0.76
E-514-2	0.66
E-518-1	0.28
E-518-2	0.11
E-519-1	0.14
E-537-1	0.45
E-538	0.01
Mitigation Area	2.32
<b>Total</b>	<b>4.73</b>

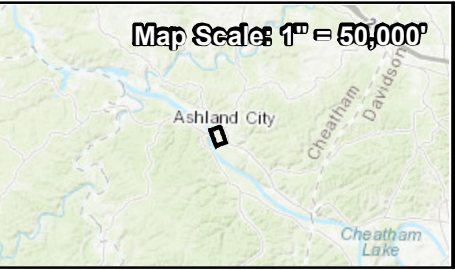


**Legend**

- Tracts
- Monuments
- Mitigation Area
- Page 390 - ent
- Government Boundary

US ARMY ENGINEER DISTRICT  
NASHVILLE DISTRICT CORPS OF ENGINEERS  
REAL ESTATE DIVISION

SCALE 1" = 400'	COUNTY Cheatham County, Tennessee
DATE June 2020	MAPPER Matthew Brunt



**Cheatham Lock and Dam**  
Easement DACW62-2-20-0658  
Tracts E-514-1, E-514-2, E-518-1, E-518-2,  
E-519-1, E-537-1, E-538 = +/- 4.73 AC  
to  
Ashland City, TN  
for  
Roadway Easement  
**Exhibit "A"**

ITEM # 24.



Easement DACW62-2-20-0658  
Ashland City, Tennessee  
For Roadway (Tennessee Waltz Parkway)  
Cheatham Lock and Dam  
Cheatham County, Tennessee  
Exhibit "B"

OWNER: U.S. Government, U.S. Army Corps of Engineers

2.41 ac

A tract of land located in the State of Tennessee, County of Cheatham, Ashland City, located north of Kingston Springs, West of Highway 12, south of Cumberland Street/Highway 49, defining the Tennessee Waltz Parkway Right-of-Way (50 feet), in six locations on the waters of the Cumberland River, USA Government owned property at the following locations:

**Parcel 1:**

Beginning at USA monument E-514-1-3;

Thence following the Government Boundary line S 55°06'00" West 310.16 feet;

Thence leaving said Boundary line and following the Lease line as follows:

North 17°09'41" West 147.68 feet to a point on the Government Boundary line;

Thence following the Government Boundary line North 72°06'00" East 285.25 feet to monument E-514-1-2;

South 29°54'00" East 80.00 feet to the point of beginning, Government Monument E-514-1-3, containing 0.76 acres, more or less;

The parcel described contains a portion of USA Government owned tract E-514-1.

**Parcel 2:**

Commencing from a point in the Government Boundary Line approximately 70 feet northeast of USA monument E-514-2-13;

Thence leaving the Government Boundary line and following the road centerline with a 50 foot R.O.W. as follows:

S 19°48'44" E 186.27 feet to a point in the Government Boundary approximately 88 feet southwest of USA monument E-514-2-16, containing 0.32 of an acre, more or less;

The parcel described contains a portion of USA Government owned tract E-514-2.

**Parcel 3:**

Commencing from a point in the Government Boundary Line approximately 70 feet southwest of USA monument E-514-2-18;

Thence leaving the Government Boundary line and following the road centerline with a 50 foot R.O.W. as follows:

S 20°58'40" E 121.38 feet to a point in the Government Boundary approximately 96 feet northeast of USA monument E-514-2-19, containing 0.22 of an acre, more or less;

The parcel described contains a portion of USA Government owned tract E-514-2.

**Parcel 4:**

Commencing from a point in the Government Boundary Line approximately 225 feet northeast of USA monument E-514-2-21;

Thence leaving the Government Boundary line and following the road centerline with a 50 foot R.O.W. as follows:

S 18°43'18" E 188.52 feet to a point in the Government Boundary approximately 10 feet southwest of USA monument E-538-1-5, containing 0.27 of an acre, more or less;

The parcel described contains a portion of USA Government owned tract E-514-2, E-519-1, and E-538.

**Parcel 5:**

Commencing from a point in the Government Boundary Line approximately 50 feet southwest of USA monument E-518-1-4;

Thence leaving the Government Boundary line and following the road centerline with a 50 foot R.O.W. as follows:

S 18°04'18" E 161.92 feet to a point in the Government Boundary approximately 91 feet northeast of USA monument E-518-1-6, containing 0.28 of an acre, more or less;

The parcel described contains a portion of USA Government owned tract E-518-1.

**Parcel 6:**

Commencing from a point in the Government Boundary Line approximately 175 feet northeast of USA monument E-518-2-1;

Thence leaving the Government Boundary line and following the road centerline with a 50 foot R.O.W. as follows:

S 14°23'21" E 302.32 feet to a point in the Government Boundary approximately 38 feet northeast of USA monument E-537-1-3, containing 0.56 of an acre, more or less;

The parcel described contains a portion of USA Government owned tract E-518-2 and E-537-1.

The Government boundary line in the foregoing description is based on a survey from Civil and Environmental Consultants, Inc. performed in 2019. The Easement line of the foregoing description is based on information provided on Exhibit "A" of the Easement document that is depicted using Survey, Geographic Information Systems technology and NAD 1983 Tennessee State Plane Coordinates. It is the intention of the foregoing description to include all public property managed by the Corps of Engineers that is included in the Easement granted to Ashland City, Tennessee for Roadway purposes.

The above described land is part of the same land acquired in fee by the United States of America for the Cheatham Lock and Dam Project, by reason of the following deeds and civil action of record in the office of the County Court Clerk of Cheatham County, Tennessee.

<b>Tract</b>	<b>Name of Former Owner</b>	<b>Date of Deed</b>	<b>Deed Book</b>	<b>Page</b>
E-514-1	Edith Gibbs Hasler	02-10-53	87	283
E-514-2	Edith Gibbs Hasler	02-10-53	87	283
E-518-1	W.B. & Bessie Adkisson	01-02-53	87	151
E-518-2	W.B. & Bessie Adkisson	01-02-53	87	151
E-519-1	H.W. & Sarah Caldwell	06-04-53	87	469
E-537-1	S.H. Adkisson	01-05-53	87	153
E-538	Pearl C. & S.A. Marable	01-06-53	87	169



Quoted By: Tanner Cate  
 Quote Expiration: 11/29/2020  
 Quote Name: Town of Ashland City - LGD - Text To Pay  
 Quote Number: 2020-110751  
 Quote Description:

**Sales Quotation For**  
 Town of Ashland City  
 101 Court St  
 Ashland City , TN 37015  
 Phone: +1 (615) 792-5618

**Tyler Software and Related Services - Annual**

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
<b>Financial Management Suite</b>				
Text to Pay	0	\$0	\$0	\$0
	<i>Sub-Total:</i>	\$0	\$0	\$0
	<b>TOTAL:</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$0</b>	<b>\$0</b>
<b>Contract Total</b>	<b>\$0</b>	

Subject to Approval

## Comments

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

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

Please Note: There is a \$1.25 per transaction fee associated with Text to Pay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

- Services Only -License previously purchased.

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.