



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
July 05, 2022 6:00 PM
Agenda

Mayor: JT Smith

Vice Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) June 07, 2022 Workshop Meeting Minutes

UNFINISHED BUSINESS

2. Riverbluff Park Canoe Launch
- [3.](#) Ordinance: Amend Ordinance #575

NEW BUSINESS

4. 2022 Riverbluff Triathlon
- [5.](#) Tornado Sirens Agreement
- [6.](#) Insight Counseling MOU
- [7.](#) ECS Southeast Agreement
- [8.](#) GNRC Contract Amendment 22-2
9. Hold Harmless Agreement for Live Burn
10. Urban Growth Plan
11. Changing the Election Date
- [12.](#) Resolution: Safety Partners Grant
- [13.](#) Resolution: TCAD Grant
- [14.](#) Resolution: Updating the Wage and Salary Policy - Pay table
- [15.](#) Resolution: Updating the Wage and Salary Policy - Overtime
- [16.](#) Ordinance: Rezone Parcel 049O A 019 03
- [17.](#) Ordinance: Rezone Parcel 055C U 009 00
- [18.](#) Ordinance: Pole Signs
- [19.](#) Ordinance: Amending Title 3: Municipal Court
- [20.](#) Ordinance: Amend Title 9 Chapter 2- Peddlers

SURPLUS PROPERTY NOMINATIONS

21. Police Radios and Radars

EXPENDITURE REQUESTS

OTHER

OURNMENT

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 615-792-7553, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
June 07, 2022 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Councilman Tim Adkins

Councilman Gerald Greer

Councilman Chris Kerrigan

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. May 03, 2022 Workshop Meeting Minutes

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the May 3, 2022 Workshop Meeting Minutes. All approved by voice vote.

OLD BUSINESS

2. TAP Grant Update

Ms. Bowman stated that the NEPA phase will be done in June and we will start the construction phase next month.

3. Court Discussion

Ms. Noe stated that this was voted on last month and one of the council members has asked to put it back on the agenda. She stated that last month's vote was to leave everything the same and in order to vote again there would have to be a motion to do so. Ms. Noe stated that she would have the wording needed to discuss this again next week.

4. City Attorney Contract Discussion

Ms. Noe stated that this would be the same as the court discussion, a motion would be needed to discuss this contract again to vote. She stated that the last increase she had was four (4) to five (5) years ago and she has discussed this with other attorneys. Ms. Noe stated that her and Ms. Martin serve at the pleasure of the board and her appointment is by Resolution and Ms. Martin is appointed by the board. She stated that this should be voted on every year and it has been forgotten in the past. Ms. Noe stated that it should be done every year at budget.

5. Rural Services Emergency Agreement

Chief Walker stated that they met with the County Mayor, Fire Chief, and their attorney and discussed the five percent (5%) the council had agreed on and they disagreed. He stated that they told him they would end their contract this month and they would do their own thing, but then called back and counter offered three and one half percent (3.5%) for three (3) years. Chief Walker stated that the County said they would start their own fire department within three (3) years. He stated that he does not want to leave the citizens without fire protection.

6. LIHWAP Agreement

Ms. Bowman stated that this is the agreement with Mid Cumberland. She stated that we do not get a lot of these vouchers, but from May 2021 to May 2022 she found one (1) voucher for \$224.37 that helped a customer, and two (2) vouchers that customers skipped out on so we were unable to collect from Mid Cumberland.

7. Ordinance: Amend Ordinance #551
Mr. Nicholson stated that this is for the 2nd and final reading. He stated that this is to add the deck guide for contractors to follow.
8. Ordinance: Budget Amendment #9
Ms. Bowman stated that this is for tornado sirens. Chief Walker stated that we cannot get them before July 1, but we can issue a PO by June 15.
9. Ordinance: Amend Water and Sewer Rates
Ms. Bowman stated that this is for the new water and sewer rates and she sent the information to the council in an email.
10. Ordinance: Adopting the Annual Budget and Tax Rate for Fiscal Year 2022-2023
Ms. Bowman stated that this is to approve the 2022-2023 annual budget and tax rate and all information has been provided in their packets.

NEW BUSINESS

11. Caldwell Park Nature Center
Mr. Michael Smith presented documentation to the council and stated that he was there on behalf of Ms. Jane Crisp. He stated that he is on the Parks Advisory Board and at one of their meetings they spoke about what they would like to see happen with Caldwell Park. Mr. Smith stated that Ms. Crisp is offering to provide funding to help build a nature center at that park. He stated that hopefully what would happen is that Ms. Crisp would buy the building and then donate it to the City and we would make it a nature center. Mr. Smith stated that it would have to be renamed the Doug O'Rear Nature Center at Caldwell Park. He stated that the park is beautiful but not being used and a nature center would be perfect. Mr. Smith stated that we can look at several different things to help with financing to maintain it.
12. US Bank Master Agreement
Ms. Bowman stated that this is an agreement to remove Ms. Cannon and Ms. Reed from the US Bank account and add Ms. Martin and myself.
13. BCBS HRA Agreement
Ms. Bowman stated that this is the annual Blue Cross Blue Shield HRA agreement.
14. Schedule Anywhere Agreement
Chief Ray stated that this is to renew the software agreement and upgrade. He stated there is a small price increase.
15. Appoint City Recorder
Ms. Noe stated that this should be done every year and will be done at budget time every year.
16. Resolution: Appoint City Attorney
Ms. Noe stated that this is the same as recorder, it should be done annually and it is done by Resolution.
17. Resolution: Local Governor's Grant
Ms. Bowman stated that this is a Resolution for the \$67,105.00 we received from the state. She stated that it was originally for the roof, but we cannot get it done before July 1 so we this is stating where we spent the funds on the tractor streets purchased.
18. Resolution: Updating Travel Policy
Ms. Black stated that this is to update the per diem rate and adding disciplinary actions.
19. Resolution: Use of City Vehicles Policy
Ms. Black stated that this is to update which employees are allowed to take city vehicles home, disciplinary actions, and hands free requirements. She stated that there are 18 police vehicles, 2 fire vehicles, 2 Building and Codes vehicles, 2 Water & Sewer vehicles, and 2 Parks vehicles that are taken home. Councilman Adkins asked what Pleasant View and Kingston Springs policy was. Mr. Nicholson stated that Pleasant View follows the IRS Guidelines. Councilman Kerrigan stated that employees can submit for reimbursement for their mileage on their personal vehicles.
20. Resolution: Outside Employment Policy
Ms. Black stated that this is to update the outside employment policy and read the updates aloud. Ms. Bowman stated there is a new form employees would complete.
21. Resolution: Wage and Salary Policy - Compensatory Time
Ms. Noe stated that this was discussed at the last meeting. She stated that these are just suggestions and the council can do as they so choose. Ms. Noe stated that if an exempt

employee worked more than forty (40) hours, they would earn comp time and could not earn more than 150 hours. Ms. Bowman stated that the city would begin keeping up with comp hours earned for exempt employees. Councilman Kerrigan asked if there would be a time period specified on when to use it by. Ms. Bowman stated that it is a liability and they try to encourage their employees to use their time before June 30th. She stated that comp time for exempt employees will equal \$0 and would not be a liability.

22. Resolution: Updating the Wage and Salary Policy Pay Table

Ms. Bowman stated that all of the changes to the pay table are in red.

23. Resolution: Updating Retirement Policy

Ms. Black stated that this is to update the retirement policy and read the changes aloud.

24. Resolution: Updating Section V Benefits

Ms. Bowman stated that this is to change the policy to allow employees to be eligible for benefits from the day they begin employment.

25. Resolution: Delinquent Water Account Write-Offs

Ms. Bowman stated that this amount increased this year to \$12,575.00 and that the council has a list of those accounts. She stated that these accounts will be turned over to collections and the list of names will be published on our website. Councilman Thompson asked how some of these accounts got so high. Ms. Bowman stated that they were leaks that renters skipped out on.

26. Resolution: Check Signers

Ms. Bowman stated that this will remove Ms. Hopwood and the former Mayor from the account and would add Mayor Smith.

SURPLUS PROPERTY NOMINATIONS

27. JBL Speakers and Soundboard

Chief Walker stated that this is to surplus some speakers and a soundboard.

28. Push Lawn Mower Senior Center

Ms. Batts stated that this is an old push mower to surplus.

29. TV Stand Senior Center

Ms. Batts stated that this is a TV stand for surplus.

EXPENDITURE REQUESTS

None.

OTHER

Councilman Adkins stated that according to the election commission website and look at the wards there are some streets listed in multiple wards. He asked if we could speak to the election commission and make sure that their site is updated. Councilman Adkins stated that the Ordinance we passed has two (2) streets listed in two (2) wards as well. Councilman Greer stated that we need clarification on this before next week. Ms. Noe stated that she will look into this and get clarification.

Councilman Adkins asked if we are required to have a public hearing on the agenda for Ordinances. Ms. Noe stated that she did some research and we do not have to advertise every ordinance, only rezones and budget amendments. She stated that it would not be a bad idea to have a separate agenda for public hearings on rezones and budget amendments. Councilman Kerrigan stated that the Ordinances and Resolutions should be read in full. Ms. Bowman stated that Ms. Reed would read the heading and asked if that is what they are wanting. Councilman Kerrigan stated that they should be read in full.

Councilman Thompson stated that he wanted to go back to the flex time discussion. He asked if the flex policy had been reversed and employees were using it the old way again. Mayor Smith stated yes, it was reversed.

Chief Walker stated they would like to do a groundbreaking for the new fire hall site next Tuesday before the Council meeting at 5:00 p.m.

Councilman Adkins asked if the council would be interviewing for the open council seat next Tuesday. Ms. Noe stated that they would unless they wanted to defer it.

ADJOURNMENT

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:23 p.m.

MAYOR JT SMITH

CITY RECORDER ALICIA MARTIN, CMFO

ORDINANCE # _____

An Ordinance modifying Ordinance _____ redistricting the Wards for the Town of Ashland City, Tennessee.

WHEREAS, a recent census was done for the year 2020, and:

WHEREAS, the Town of Ashland City desires to change the existing voting district boundaries which prior to Ordinance _____ were last changed in 2011 by Ordinance #390 so that they are more uniform and equal in population with no more variance than plus or minus ten percent of the population and in conformance with Baker v. Carr, 369 U.S. 186 (1962) and;

WHEREAS, the Town of Ashland City's Charter provides under Section 4, "That the city shall be divided into three wards. Any existing act of ordinance dividing the city into three wards shall continue in force and effect until modified or changed as herein provided and authorized. The City Council may from time to time alter, modify or change the boundaries of existing wards, or designate new boundaries thereof, by ordinance duly enacted. The number of wards shall not be increased or decreased, nor shall the boundaries be changed within sixty days preceding an election"

WHEREAS, there are discrepancies in the State of Tennessee list of streets and Ordinance ____ list of streets.

WHEREAS, the Council of Ashland City adopted the attached maps as provided by the State of Tennessee as the boundaries for the three different wards and desire to correct any mistakes in the list of streets and hereby totally replaces the street list and Ordinance _____.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that:

SECTION 1. Ward one boundaries shall be as follows: Starting on Hwy 12 at the Municipal Boundary at Marks Creek headed South to Hwy 49 then East up Hwy 49 to Bell Street turning right onto Bell Street headed in southerly direction to Forrest Street then continuing down fairgrounds road to Veterans Drive. Then headed west on Veterans Drive crossing Hwy 12 South following the outline of Marrowbone Creek to the Cumberland River. Then headed North along the Cumberland River to Highway 49W, State Route 249 also known as Cumberland Street. Then heading East on Highway 49W/Cumberland Street to Tennessee Waltz intersection then North on Tennessee Waltz to North Main Street/State Route 12N to the beginning. This includes the following streets: Adkisson St, Beech St, 2101-3499 odd Bell Street, Birch Cir, Bluff View St, Boyd St, Brookhollow Dr, Burger Alley, Chestnut St, Clark Circle, Clifton Lane, Cumberland St., Duke St, East Elm St, Elizabeth St, Fairview Cir, Forrest Ct, Forrest St, 102, 104, 106, 108, 110, 112, 114, 116, 232, 236, 238, 240, 244, 246, 248, 250 Frey Street, Gallaher St, Gloria Cir, Hale St, Harris St, Helen St, Hickory Circle, Hibiscus Dr, Holloway Dr, Jasmine Row, Jefferson St, John Mayfield Drive, Katye Ct, Lakeview Dr, Laurel Way, Lenox St West, Lowe St, Maple Drive, Marable St, McQuarry St East, McQuarry St. West, Miller Plaza, Mulberry St, 100-1090 even North Main St, North Poole St, North Vine St, Old Cumberland St, Olive Row, Oliver Street, Preacher Lane, Rhea Alley, Rhea St, Shinbone Alley, Smith St, South Main St, South Poole Street, Spring St, Stratton Blvd, Stratton Lake Rd, Tennessee Waltz Parkway, Tucker St, Turner St, Van Hook Dr, Veterans Road Even, Vine St, Walnut St, Washington St, Water St, West Elm St, and Willow St.

SECTION 2. Ward Two boundaries shall be as follows: Beginning at the intersection of South Main Street/Highway 12 S and Veterans Drive heading South to the intersection with Old Hydes Ferry Pike to Sandy Run. Then running along the designated area to the city limits of Little Marrowbone Rd. From Little Marrowbone Rd. over to Caldwell including the land as shown on the Map which is Exhibit A. Following Caldwell to include property on the West side of Caldwell Rd. to it intersects with Hwy 12 South to the Davidson/Cheatham County Line not including property outside of the City. Beginning at the Davidson/Cheatham County line over to the Cumberland River and then North along the Cumberland River over back to Marrowbone Creek and S. Main St./Highway 12 S. This includes the following streets: Adironback Lane, Allegheny Way, Allenwood Dr., Ashton Ln, Bighorn Street, Blue Grass Dr., Blue Ridge Lane, West side of Caldwell Rd., Carls Pl, Cascade Lane, Catskill Place, Claudia Ln, Donetta Ln, Eisenhower Drive, Elliott Lane, Evie Ln, Fairgrounds Rd., Gallaher Rd, General Oakley Dr, Graham Rd, Harper Ln, Haywood Hills Rd, Hedges Ln, Hwy 12 South, Hutton Place, Little Marrowbone Rd. to county line, Marrowbone Ln, Monroe Place, Nimitz Cir, Nips Drive, Old Hydes Ferry Pike – Westside, Ozark Lane, Patton Ct., Riverview Ln, Rocky Mountain Way, Ross Hollow Rd, Sandy Run Rd inside the city limits, Teton Drive, Trabue Dr, Thompson Rd., Trinity Rd., Vantage Pointe, Veterans Dr odd, and Williamsburg Rd.

SECTION 3: Ward Three beginning on the South side of Spann Dr headed East along Mark's Creek and as shown on Exhibit A over to Hwy 49 and then crossing over to the backside of Hidden Lakes subdivision. Then East over the Bell St. following it over to Hwy 49 taking it to Main Street and the intersection of Tennessee Waltz Parkway. From Tennessee Waltz Parkway to Hwy 49W/Cumberland Street to the Cumberland River and then along the Cumberland River until the intersection of Chapmansboro Rd. This includes the following street: Alec Ct, Annette Dr, Apricot Way, Arbor Loop, Ash Ct, Ashford Pl, Ashland Ct., Ashland Dr, Batson St, Bell St, 2100 -3498 even, Bellwood St, Bowker St., Briar Rd., Brinkley St, Cedar Ct, Cheyenne Tr, Cimmaron Way, Court st, Doty Rd, Dunlop Dr, Earl Wayman Dr, Ed Harris Road 500 and 506, Forrest St 137 only, Frey St. 111 and all other Frey Street addresses unless listed in Ward One, Highland Trail, Highway 12 North, Hummingbird Dr, Ivy Court, Jail Alley, Johnathan Ct, Jupiter Dr, Lenox St. East, Lizzie Rd, Madson St., Maleah Court, Mars Ct, Morgan Ct, Natures Tr, North Main St. odd numbers as well as 1093-1212, Oak Cir, Oak St, Orchard Ln, Overlook Dr, Peach St, Pebble Brook Dr, Pemberton Dr, Plum Dr, Public Square, Ruth Dr, Saturn Ct, Skyview Dr, Spann Dr, Spears Way, Split Rail Dr, Sycamore st, Valley View St, Vaughn Rd, Venus Ct, Vine St, Waldenwood Dr, and Warioni Way.

A complete list of roads is attached to this Ordinance as well including all road numbers.

Date of effect. This ordinance shall take effect from and after it's final passage, the public welfare requiring it.

1st reading _____

Public hearing _____

2nd reading _____

Mayor

City Recorder



Quote Number FWS060922ASH-TIPS

Contact Name Tracey Knack Email tknack@ashlandcitytn.gov
 Account Name Ashland City Fire Department
 Bill To 101 Court Street
 Ashland City, TN 37015
 Phone (615) 792-4531
 Date 6/9/2022
 Quote Expires 10/9/2022

TIPS

TIPS Contract #220105

Product	Description	Quantity	Weight	Total Weight	Unit Price	Total Price
EQUINOX	Rotating electro-mechanical siren, 525 Hz, low frequency, 48VDC, 125 dB(C).	4.00	425	1,700	\$9,193.00	\$36,772.00
2001TRBP	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	4.00	180	720	\$2,904.00	\$11,616.00
DCFCTBDH	DC Siren Control, VHF high band 136-174 MHz, Two-Way Kenwood 5000 series Radio; includes standard sensor package (current, rotator, and intrusion); NEMA4X aluminum, four chargers, two 48 VDC contactors and NEMA3R aluminum battery cabinet (requires (4) deep cycle marine batteries, sold separately). Note: radio does not have a faceplate.	4.00	237	948	\$8,760.00	\$35,040.00
OMNI-4	3dB Gain omni antenna, 152-156 MHz, VHF; 35' coax and LMR cable included.	4.00	25	100	\$435.00	\$1,740.00
AMB-P	Antenna pole mounting bracket	4.00	20	80	\$146.00	\$584.00
TK-IO-CUSTINS-SERV	Turnkey Installation includes: *Supply and install New 50' class II wood pole, (4) FVP standard marine batteries; framing of equipment, conduits, disconnect and meter base (if required by customer), all necessary materials and labor as outlined in product manual. *Siren Tech II *Additional laborers *Bucket truck with operator *Tractor trailer with driver *Digger derrick with operator *Travel *Meal/Incidentals per diem (As per the TIPS contract, the required number of hours to complete installation are included). Startup-Site Optimization includes: *Startup and commissioning after power is connected. *Siren Tech 1	4.00	0	0	\$5,824.00	\$23,296.00



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS060922ASH-TIPS

TK-IO-CUSTINS-SITE.OPT	*Travel *Meal/Incidentals per diem (As per the TIPS contract, the required number of hours to complete installation are included).	4.00	0	0	\$1,118.00	\$4,472.00
COMMANDER1-S10	CommanderOne: Cloud Based Access from any computer or mobile device. (5) seats, (1) organization, supports up to 10 RTUs; compatible Federal Commander software (SFCD10) required (sold separately); with annual subscription.	1.00	0	0	\$3,000.00	\$3,000.00
SFCD10	Federal Commander digital software, up to 10 sites; includes first year warranty. Annual license/warranty/support available. Note: See product datasheet for computer minimum requirements; Windows 10 Professional Windows Server 2012-2019 R2.	1.00	2	2	\$2,853.00	\$2,853.00
X-PCD1	Desktop personal computer with Monitor	1.00	0	0	\$4,061.00	\$4,061.00
SS2000+	Series C, encoder controller, desktop model (rack mount version also available).	1.00	8	8	\$4,085.00	\$4,085.00
BSH	Base station radio(148-174 MHz), power supply and microphone, 25-40 Watt, Pigtail, 70' cable, lightning arrester.	1.00	30	30	\$3,893.00	\$3,893.00
OMNI-4	3dB Gain omni antenna, 152-156 MHz, VHF; 35' coax and LMR cable included.	1.00	25	25	\$435.00	\$435.00
AMB-W	Antenna wall mounting bracket	1.00	20	20	\$194.00	\$194.00
TK-IO-CUSTINS-CP	Control Point installation and optimization (see notes for additional details). Includes: *Optimization and configuration. *Travel *Meal/Incidentals per diem (As per the TIPS contract, the required number of hours to complete are included).	1.00	0	0	\$9,059.00	\$9,059.00
TK-IO-CUSTINS-SD	Includes: *Freight/Shipping/Handling. *Project management, propagation studies, pre-construction survey. *Travel *Meal/Incidentals Per Diem (As per the TIPS contract, the required number of hours to complete are included).	1.00	0	0	\$5,693.00	\$5,693.00

Grand Total

\$146,793.00



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Quote Number FWS060922ASH-TIPS



NOTES:

- 1) TK-IO-CUSTINS-CP includes:
 - *System optimization of one control point
 - *Installation of Federal Commander Software
 - *Installation of SS2000+ Encoder
 - *Installation of Base Station Radio and Antenna (within 35' of encoder)
 - *Training for administrator/operator (4-hours maximum)

Accepted By

Agreement
 Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____

Title: _____

Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:
sales@capitolelectronics.com
 F: 317-839-2662

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484**; Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.
3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.
4. Delivery, Terms and Services:
 - a. Delivery: 6-8 weeks, plus installation
 - b. Freight Terms: FOB University Park, IL (Factory)



Quote Number FWS060922ASH-TIPS

- c. Terms: Equipment: Net 30 Days upon shipment
- d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - *Effective 1-18-2021*

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged

If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.



Quote Number FWS060922ASH-TIPS

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. **LIMITED WARRANTY.**

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. **Goods.** Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. **Services** Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.



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11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained in the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.



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contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.
Federal Signal — Public Safety Systems



FEDERAL SIGNAL

Protecting people and our planet

Quote Number FWS060922ASH-TIPS

Proposed By

Manufacturer's Representative Craig Taylor

Address Capitol Electronics
2680 E Main Street, S-1300
Plainfield, IN 46168

Phone (770) 757-5315

Fax (317) 839-2662

Email ctaylor@capitolelectronics.com



TIPS Reseller Purchase Process

1. Member will reach out to Reseller and ask for a “**TIPS Quote**”
2. Reseller gives the Member a **TIPS price** for the specified products/services that is in compliance with the TIPS contract. **NOTE:** Reach out to the contract holder (TIPS Vendor) to obtain the correct price sheet if you do not already have it.
3. Reseller will reference the TIPS contract number(s) and the contract holder company name on the quote. Example: “<Insert Reseller Company Name> Reseller of: ABC Company TIPS Contract #123456”
4. If the Member decides to move forward, they will:
 1. Create a purchase order (PO) Payable to Vendor/Reseller. Again, referencing TIPS contract number on their PO
 2. Scan the PO and the vendor quote as a PDF file and email to tipspo@tips-usa.com
5. TIPS Processes the order within 24 hours. Once approved, two things happen:
 1. An email is sent to the Member with a link to download an **Order Confirmation Authorization Letter**—*this is another form of compliance we prepare for our Members.*
 2. An email is sent to the contract holder (Vendor) designated PO Contact to download the PO and send to the Reseller to process the order.
6. Reseller will process the order and complete the work/deliver goods to Member.
7. Once the Member receives the goods/services, they will submit payment to Vendor*.
8. TIPS Vendor (not Reseller) will submit administrative fee to TIPS upon receipt of payment from the Member.

Above is the process we ask everyone to go by. However, this is not always what happens. Members will occasionally send the purchase orders to the Vendor/Reseller directly. If that happens, follow the process on page 2.



TIPS Reseller Purchase Process

9. If you received a Purchase Order directly from the Member, immediately send the PO it to tipspo@tips-usa.com.

a) TIPS will record that Purchase Order as a “Confirmation Only” so it will be recorded in both the Member and Vendor Portal for all respective parties to have.

*The Member can pay the Reseller for the work completed, but the TIPS Vendor is responsible for paying admin fee back to TIPS. Therefore, that process can be acceptable, as long as, the TIPS Vendor agrees to have the payment sent directly to the Reseller.

Senior Center of Ashland City
Tech Goes Home Chattanooga
Insight Counseling Centers

Memorandum of Understanding

This Memorandum of Understanding is hereby entered into effective as of the date specified by and between the Senior Center of Ashland City, Tech Goes Home Chattanooga, and Insight Counseling Centers.

Whereas, The entities listed above have received funding from the West End Home Foundation to create and implement the pilot program **Bringing Tech Literacy and Telehealth to Cheatham County**,

Whereas, The funding provided by The West End Home Foundation represents 100% of our collective request,

Whereas, while Insight Counseling Centers prepared the request with verbiage supplied by the Senior Center and Tech Goes Home Chattanooga, no one agency is considered a “lead agency;” we are equal partners. As the agency that submitted the request, Insight will receive the funding and will pay the other agencies upon receipt of invoices that document the services provided.

Whereas, representatives of Pilot Program as signatories to this Memorandum attest to having the authority to commit to the terms and conditions of the Memorandum of Understanding.

1. **GRANT TERM AND GRANT AWARD** – The term of the Grant Award shall commence on 7/1/2022 and end on 8/31/2023. The Pilot Program was awarded \$45,019.50. The Funds are to be spent per the budget submitted with the funding application.
2. **EVALUATION** – The Pilot Program will be evaluated based on the criteria written into the grant request.
3. **USE OF GRANT AWARD FUNDS FOR POLITICAL PURPOSES** – Funded entities will utilize the grant only for activities described in the request.
4. **REVERSION OF GRANT FUNDS** – In the event of termination of this Memorandum for any reason, Insight Counseling Centers shall return to The West End Home Foundation funds based on the time remaining in the grant term relative to the entire term of this agreement, and only the funds that are restricted for the use by the entity which terminated.

5. **RELEASE FROM LIABILITY** – Grantee organizations hereby agree to indemnify, defend and hold each other harmless from and against any claims or liability arising out of or relating to Pilot Program and/or use of the proceedings of the Pilot Program.

Gena Batts
Director
The Senior Center of Ashland City

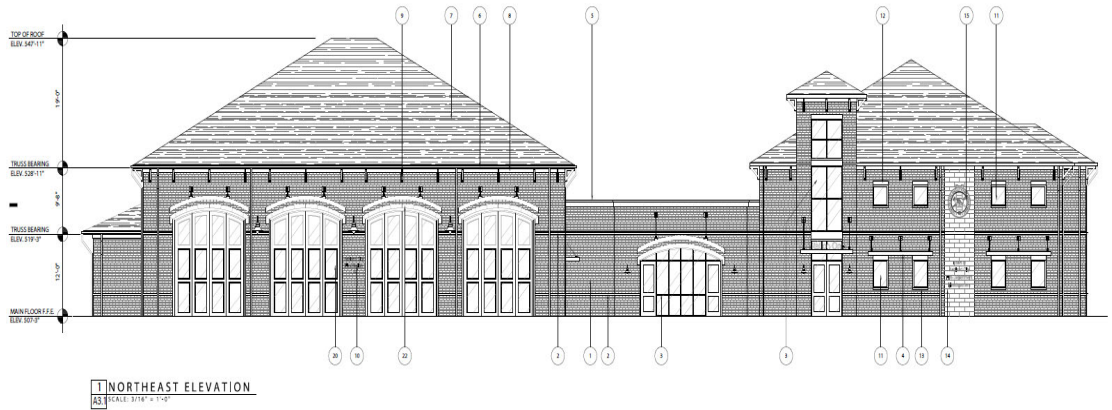
Date

Sammy Loudermilk
[Title]
Tech Goes Home Chattanooga

Date

Pam Brown
Executive Director
Insight Counseling Centers

Date



ECS Southeast, LLP

Proposal for Construction Materials Testing and Special Inspection Services

Ashland City Fire Station
 402 North Main Street
 Ashland City, Tennessee 37015
 ECS Proposal Number 26:9784

June 21, 2022



Phil Huffman
The Parent Company
P.O. Box 5036
Brentwood, TN 37024

Reference: Proposal for Construction Materials Testing & Special Inspection Services
Ashland City Fire Station
402 North Main Street
Ashland City, Tennessee 37015

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to submit this proposal to provide Construction Materials Testing & Special Inspection Services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project. Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services.

PROJECT UNDERSTANDING

We understand the project will consist of the ground up construction of a new approximately 14,985 square foot Fire Station located in Ashland City, TN. The site work for the new construction will also include concrete pavement, asphalt pavement, concrete sidewalks, and two retaining walls.

Our understanding of the project is based on the following project documents that you provided to ECS:

- Architectural Drawings from Joshua A. Wright Architect, dated August 17, 2020.
- Structural Drawings from CSR Engineering, dated August 19, 2020
- Civil Drawings from CSR Engineering, dated July 29, 2020

Based on the information provided, the structure will utilize shallow foundations, concrete slab-on-grade, structural masonry, and structural steel. Approximate cut/fill depth to establish finished grade will range from 1-5 feet. We further understand that special inspections are required for the project in accordance with the 2012 International Building Code.

We were not provided a construction schedule in order to develop this proposal. Therefore, our proposal is based on our experience with projects of similar magnitude and the local project experience of our engineering personnel.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. Our scope of services is presented on the attached fee estimate; however the following reporting, testing and inspection services may be requested on this project:

Earthwork/Soils

- Proofroll the site to observe that unstable soils have been identified and removed or repaired in-place.
- Conduct laboratory Proctor tests on proposed engineered fill soils.
- Continuous observation of fill placement activities for conformance with the project geotechnical report.
- Perform in-place density testing of fill materials to document the percent compaction/in-place dry density is in compliance with the project requirements.
- Provide full-time retaining wall construction observation, as needed.

Shallow Foundations

- Observe the excavated dimensions of the foundation excavations for plan compliance.
- Perform Dynamic Cone Penetrometer (DCP) testing to determine the foundation horizon bearing capacity for compliance with the design criteria.
- Observe reinforcing steel at each foundation excavation location for bar size, quantity, length, splice, lap, coverage, and positioning.
- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (one 7-day break, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing, and reporting of concrete cylinder test specimens.

Concrete

- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe anchor bolts prior to concrete placement for proper placement and embedment.
- Document general curing procedures.
- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed.
- Visually check the concrete in trucks as they arrive on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Structural Masonry

- Provide continuous observations of general masonry construction (cell cleanliness, grout lift height, on-site mixing/proportioning of mortar and/or grout, consolidation of grout, etc.).
- Observe that masonry contractor is checking the wall for plumbness.
- Observe anchorages and reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe that contractor is installing embed materials in general accordance with the plans and specifications.

- Document the general construction of mortar joints.
- Document the size and type of masonry units.
- Observe and document control joints are installed per the approved plans for spacing and installation.
- Observe and document the specified control joint filler material is being installed as specified.
- Fabricate mortar cubes and grout prisms for compressive strength testing.
- Obtain samples of CMU materials for compressive strength testing.

Non-Shrink Grout

- Sample non-shrink grout for use under foundation baseplates and test for compressive strength.
- Observe grout space for conformance with project specifications.

Structural Steel

- Visit the fabrication shop and provide special inspections, non-destructive testing (MT-PT-UT), and review quality control procedures. (Unless the work is done on the premises of a fabricator registered and approved per AHJ / AISC)
- Review the erector's quality control procedures for high-strength bolting, field welding, decking, steel headed stud anchor placement, field cutting, and heating.
- Review Material Test Records (MTR's) for main steel elements, fasteners, anchor rods, welding consumables, and headed stud anchors; including the identification procedure for each.
- Review the steel erector's Welding Procedure Specifications, Procedure Qualification Records, and Welder Performance Qualifications for materials being installed on site.
- Perform observation on the fit-up of groove and fillet welds including:
 - Joint Preparations
 - Dimensions (alignment, root opening, root face, bevel angle)
 - Cleanliness (condition of faying surfaces)
 - Tack Welding (tack weld quality, size, and location)
- Observe the configuration of access holes, control and handling of welding consumables, and environmental conditions (wind, rain, temperature).
- Confirm the WPS is followed during welding and use of the proper welding techniques.
- Provide observation of repair activities, arc strikes, backing removal, and completed weld joints for visual acceptance per AWS D1.1-2015.
- Provide Ultrasonic Testing for CJP Welds 5/16" and thicker (100% for Risk III and higher).
- Provide observation of high strength bolts for compliance with AISC, RCSC, and project specifications. (For joints other than snug-tight, pre-tensioning procedures shall be performed by the erector and observed by ECS, some may require continuous monitoring during pre-installation)
- Observe steel framing to verify compliance with the field installed details shown on the erection drawings.
- Observe metal decking installation for compliance with project specifications. If welded, this includes weld size and type, filler material, welder qualifications, welding procedures, and final visual acceptance per AWS D1.3-2018. If mechanically attached, observations include fastener size and type, material, pattern, and compliance with project specifications.
- Provide documentation of events in the field and notify the appropriate personnel upon recognition of deficiencies. Perform the following continuous observations as related to on-site structural steel welded connections:
 - Provide continuous observations of the following welded connections:
 - Steel Headed Stud Anchor Production Testing and Installation

- Provide periodic observations of the following welded connections:
 - Complete and Partial Penetration Groove Welds (during and after welding)
 - Single and multi-pass fillet welds (during and after welding)

Subbase and Paving (*Not Required by IBC for Special Inspections – Additional Scope Item*)

- Observe proofrolling of subgrades, provide recommendations and observe corrective actions at excessively soft areas prior to placement of subbase course.
- Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
- Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
- Review Mix Design is as specified and approved for project
- Collect and review concrete batch tickets to document compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to document bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Document general curing procedures.
- Visually observe the concrete in trucks as they arrive on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve).

Erosion Prevention and Sediment Control Inspections (if requested)

- Perform inspections of erosion and sediment control features of the construction site. Inspections will be performed once per week and at least 72 hours apart, in accordance with Section 3.5.8.2 of the Tennessee Construction General Permit.
- Perform inspections of erosion and sediment control features of the construction site, as mandated by the local jurisdiction, the state of Tennessee, and any other applicable governing authorities.
- Complete the ECS inspection reports (normally a one page checklist with comments/recommendations) and send to your office.
- Services shall be provided for the duration of land disturbance activities at the site, unless directed to end sooner.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

Construction Materials Testing and Special Inspection (CMT/SI) services are performed to help provide the project's contractors, designers, owners and local code officials some indication of the level of compliance obtained by the installing contractors with the project specifications. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils and concrete are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance.

Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

COMMUNICATIONS

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Clarksville office. Our use of this technology typically facilitates electronic distribution of our reports within approximately **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is (615)-885-4983. All scheduling requests should occur prior to 3:00 pm on the day before services are required so that the proper personnel may be scheduled for the required inspection task. Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our services for this project will be on the order of **\$33,191.00**. **If the cost for our services is less than the estimate, these savings will be passed on to you.** A fee estimate is attached. *We have also included an alternate price for pavement (concrete/asphalt) testing services that are not required by 2018 IBC.* We estimate that our services for the alternate work will be on the order of **\$6,308.50**. Our budget estimate is based upon available information, as well as our experience with similar projects. Additional site visits for the specific task of retesting failed tests or unforeseen conditions are not included in the estimated cost.

ECS will invoice our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. All unit prices listed herein shall remain as stated throughout the project. Invoices will be submitted on a monthly basis—typically on or about the 10th day of each month.

AUTHORIZATION

Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance form to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service. This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (615)885-4983.

Respectfully submitted,
ECS SOUTHEAST, LLP



Blake Morris, P.E.
Senior Project Manager/ Clarksville Office Mgr.
bmorris1@ecslimited.com



William Henderson, P.E.
Senior Engineer / Department Manager
whenderson@ecslimited.com

FEE ESTIMATE						
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES						
Ashland City Fire Station - Ashland City, TN						
ECS Proposal No. 26:9784						
Field Services:				Quantity	Unit Rate	Cost
Field Technician:						
Earthwork:						
Earthwork/ Structural Fill / Proofroll	6 visits	@	4 hours/visit	24 hours	@ \$60.00 / hour	\$1,440.00
Retaining Wall Observations	6 visits	@	4 hours/visit	24 hours	@ \$60.00 / hour	\$1,440.00
Building Construction:						
Foundations (Bearing and Concrete)	10 visits	@	4 hours/visit	40 hours	@ \$60.00 / hour	\$2,400.00
Slab-on-Grade Concrete	4 visits	@	8 hours/visit	32 hours	@ \$60.00 / hour	\$1,920.00
Cast-in-Place Walls	2 visits	@	4 hours/visit	8 hours	@ \$60.00 / hour	\$480.00
Non-Shrink Grout (Base Plates and Bearing Plate)	2 visits	@	4 hours/visit	8 hours	@ \$60.00 / hour	\$480.00
Structural Masonry	15 visits	@	4 hours/visit	60 hours	@ \$60.00 / hour	\$3,600.00
Wood Framing and Decking	6 visits	@	4 hours/visit	24 hours	@ \$90.00 / hour	\$2,160.00
Structural Steel and Decking	6 visits	@	4 hours/visit	24 hours	@ \$95.00 / hour	\$2,280.00
Misc. Concrete	3 visits	@	4 hours/visit	12 hours	@ \$60.00 / hour	\$720.00
Project Manager:						
Construction Meetings/ Site Visits	3 visits	@	4 hours/visit	12 hours	@ \$125.00 / hour	\$1,500.00
Daily Vehicle/ Trip:	63 visits				@ \$45.00 / r. trip	\$2,835.00
Field Services Subtotal:						\$21,255.00
Laboratory Testing:						
				Quantity	Unit Rate	Cost
Standard Proctor:	2 samples	@			\$165.00 / sample	\$330.00
Atterberg Limits:	2 samples	@			\$85.00 / sample	\$170.00
Compressive Strength of Mortar Cubes:	60 cubes	@			\$14.00 / cube	\$840.00
Compressive Strength of Grout Prism:	84 cubes	@			\$17.50 / prism	\$1,470.00
Compressive Strength of Grout Cubes:	12 cubes	@			\$14.00 / cube	\$168.00
Compressive Strength of Concrete Cylinders:	180 cylinders	@			\$14.00 / cylinder	\$2,520.00
Laboratory Testing Subtotal:						\$5,498.00
Equipment Expenses:						
				Quantity	Unit Rate	Cost
Nuclear Density Gauge	6 day(s)	@			\$35.00 / day	\$210.00
Daily Equipment Charge	48 day(s)	@			\$30.00 / day	\$1,440.00
Equipment Expenses Subtotal:						\$1,650.00
Project Management/ Report Review:						
				Quantity	Unit Rate	Cost
Principal Engineer:	63 reports	@	0.15 hours/report	9.45 hours	@ \$190.00 / hour	\$1,795.50
Project Manager:	63 reports	@	0.25 hours/report	15.75 hours	@ \$125.00 / hour	\$1,968.75
Administrative Support:	63 reports	@	0.25 hours/report	15.75 hours	@ \$65.00 / hour	\$1,023.75
Project Management Subtotal:						\$4,788.00
ESTIMATED TOTAL COST:						\$33,191.00
ADDITIONAL PAVEMENT/SITE WORK ESTIMATED TOTAL COST: (Not Required by IBC as Special Inspections)						
Pavements/ Site Concrete:						
Stone Base Course (Proofroll/Densities)	3 visits	@	4 hours/visit	12 hours	@ \$60.00 / hour	\$720.00
Concrete Pavement	3 visits	@	8 hours/visit	24 hours	@ \$60.00 / hour	\$1,440.00
Asphalt Pavement	2 visits	@	8 hours/visit	16 hours	@ \$60.00 / hour	\$960.00
Site Concrete (Sidewalk, Steps, Generator Pad)	3 visits	@	4 hours/visit	12 hours	@ \$60.00 / hour	\$720.00
Daily Vehicle/ Trip:	11 visits				@ \$45.00 / r. trip	\$495.00
Field Services Subtotal:						\$4,335.00
Equipment Expenses:						
				Quantity	Unit Rate	Cost
Nuclear Density Gauge	5 day(s)	@			\$35.00 / day	\$175.00
Daily Equipment Charge	6 day(s)	@			\$25.00 / day	\$150.00
Compressive Strength of Concrete Cylinders:	60 cylinders	@			\$14.00 / cylinder	\$840.00
Equipment Expenses Subtotal:						\$1,165.00
Project Management/ Report Review:						
				Quantity	Unit Rate	Cost
Principal Engineer:	11 reports	@	0.15 hours/report	1.65 hours	@ \$190.00 / hour	\$313.50
Project Manager:	11 reports	@	0.25 hours/report	2.75 hours	@ \$115.00 / hour	\$316.25
Administrative Support:	11 reports	@	0.25 hours/report	2.75 hours	@ \$65.00 / hour	\$178.75
Project Management Subtotal:						\$808.50
ADDITIONAL PAVEMENT/SITE WORK ESTIMATED TOTAL COST:						\$6,308.50

2022 ECS SOUTHEAST, LLP
 FEE SCHEDULE – ASHLAND CITY FIRE STATION
Ashland City, Tennessee
 ECS Proposal No. 26:9784

Principal Engineer	\$190.00/hour
Senior Engineer/PE	\$150.00/hour
Project Manager	\$115.00/hour
Welding Technician, Shop or Field Inspection (**):	
Senior Level AWS CWI (NDE: UT, MT, PT, RI)	\$95.00/hour
AWS CWI (VT with no NDE)	\$95.00/hour
Field Engineer (**)	\$90.00/hour
Engineering Field Technician (**)	\$60.00/hour
Administrative Support.....	\$65.00/hour
Trip Charge	\$45.00/trip

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. There will be a trip charge in lieu of mileage. For scheduling requests received without sufficient notice as stated within the ECS proposal, services will be staffed with available personnel at the associated unit rates.

(**) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 6:00am to 6:00pm, holiday, Saturday, or Sunday. There will be a 4-hour minimum field charge for field related services (not applied to sample/specimen pickups).

EQUIPMENT and LABORATORY

Core machine	\$125.00/day
Daily Equipment Charge	\$25.00/day
Nuclear Density Gauge Charge	\$35.00/day
Ultrasonic Equipment	\$100.00/day
Rebound Hammer (Schmidt Hammer) Equipment	\$75.00/day
Floor Flatness/Levelness Meter	\$100.00/day
Standard or Modified Proctor (ASTM D-698, ASTM D-1557) 4 inch mold	\$165.00 each
Standard or Modified Proctor (ASTM D-698, ASTM D-1557) 6 inch mold	\$190.00 each
One-Point Proctor (AASHTO T272)	\$75.00 each
Particle Size Analysis of Soils (with Hydrometer)	\$105.00 each
Particle Size Analysis of Soils (without Hydrometer)	\$80.00 each
Asphalt Cores (Thickness & Bulk Density)	\$25.00 each
Aggregate Gradation (Course or Fine)	\$60.00 each
Aggregate Gradation (Course and Fine Mixtures)	\$75.00 each
Atterberg Limits Testing	\$85.00 each
California Bearing Ratio (CBR) (Proctor Included).....	\$475.00 each
California Bearing Ratio (CBR) (Proctor Not Included).....	\$350.00 each
Wash No. 200 Sieve	\$30.00 each
Testing of Cylinders, Cubes and Core Specimens:	
Compressive strength of grout cubes.....	\$ 14.00 each
Compressive strength of concrete cylinders including reserves, (ASTM C-39)	\$ 14.00 each
Core Specimen (including sample preparation).....	\$ 35.00/test
Contractor Cast Cylinders or Grout (including sample preparation)	\$ 25.00/test
Compressive Strength of grout prisms (3.5"x3.5"x7")	\$ 17.50 each
Compressive strength of mortar cubes	\$ 14.00 each
Closeout Letter.....	\$ 200.00 each

Note: The above charges will be made for tests and equipment operated by ECS Southeast, LLP personnel in addition to personnel charges already listed.

**PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP**

Project Name: Ashland City Fire Station
Location: Ashland City, TN

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

Base Scope of Services (Time and Materials): Estimated at \$33,191.00 Approved _____

Alternate Scope: Pavement/Site Work (Time and Materials): Estimated \$6,308.50 Approved _____

Alternate Scope: Erosion Prevention and Sediment Control Inspections: \$250.00/visit Approved _____

Client Signature: _____ Date: _____

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____
Company Name: _____
Address _____
City, State, Zip _____
Telephone No.: _____
E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____



**ECS Southeast, LLP
TERMS AND CONDITIONS OF SERVICE**

The professional services (“Services”) to be provided by ECS Southeast, LLP (“ECS”) pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service (“Terms”), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT’S agents, contractors and consultants (“Contractors”). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the “Standard of Care”). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT’S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT’S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS’ professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS’ recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS’ sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT’S or CLIENT’S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site’s surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 “Hazardous Materials” shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT’S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS’ additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants (“Subconsultants”), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to

indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS’ Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT’S responsibility unless specifically included in ECS’ Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS’ findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the “Underground Utility Information”) in its effort to identify underground utilities. The extent of such evaluations shall be at ECS’ sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subsurface structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS’ attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS’ or ECS’ Subconsultant’s request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT’S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS’ subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT’S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT’S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by

one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the

rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.2 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY**

HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter

otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # ASHLANDSC-G	Edison ID	Contract # 2019-21	Amendment # 22-2	
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID	
Amendment Purpose & Effect(s) Additional funds and budget adjustment				
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2022		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$1,000.00	
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$37,500			\$37,500
2020	\$36,300			\$36,300
2021	\$36,300			\$36,300
2022	\$40,800			\$40,800
TOTAL:	\$150,900.00			\$150,900.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)		

**AMENDMENT 22-2 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
TOWN OF ASHLAND CITY
OF GRANT CONTRACT #2019-21**

This Amendment is made and entered into by and between the Greater Nashville Regional Council (GNRC) and Town of Ashland City, (Grantee). For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section D.2 of the Grant Contract #2019-21 between the parties dated July 1, 2018 allows written amendments to the Contract.

The Grant Contract dated July 1, 2018, between GNRC and the Grantee is amended as follows:

1. Section C.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 **Forty Thousand and Eight Hundred Dollars (\$40,800.00) for FY 2022** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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). The parties agree to execute this document by use of electronic signature, as that term is defined in Tennessee State ISC Policy 14.00.

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2022. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

AGREED:

TOWN OF ASHLAND CITY:

JT SMITH, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
TOWN OF ASHLAND CITY
CONTRACT BUDGET
JULY 1, 2021 THROUGH JUNE 30, 2022
FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of	Title III-B: Support Services	93.044	\$ 15,950	\$	\$ 15,950
10% of	Title III-B: Ombudsman	93.044	\$ 0	\$ 0	\$ 0
10% of	Title III-B: Transportation	93.044	\$ 3,000	\$ 0	\$ 3,000
10% of	Title III-C1: Congregate Meals	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-C2: Home Delivered	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-D: Evidence Based	93.043	\$ 9,300	\$ 0	\$ 9,300
10% of	Title III-E: FCSP – Caregiver	93.052	\$ 0	\$ 0	\$ 0
10% of	Title VII: Ombudsman	93.042	\$ 0	\$ 0	\$ 0
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$ 0	\$ 0	\$ 0
	State Funding				
50% of	Multipurpose Senior Centers	N/A	\$ 0	\$ 12,550	\$ 12,550
10% of	Home Delivered Meals	N/A	\$ 0	\$ 0	\$ 0
10% of	Homemaker	N/A	\$ 0	\$ 0	\$ 0
	HCBS/Options for Community	N/A	\$ 0	\$ 0	\$ 0
		Total	\$ 28,250	\$ 12,550	\$ 40,800

Attachment 2 Cont.

BUDGET				
The Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 07/01/2021	END: 06/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 22,436	\$ 200,289	\$ 222,725
4. 15	Professional Fee, Grant & Award ²	\$ 5,173	\$ 14,927	\$ 20,100
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 3,644	\$ 37,526	\$ 41,170
11. 12	Travel, Conferences & Meetings	\$ 957	\$ 8,543	\$ 9,500
13	Interest ²	\$ 0	\$ 0	\$ 0
14	Insurance	\$ 302	\$ 2,698	\$ 3,000
16	Specific Assistance To Individuals	\$ 1,095	\$ 9,780	\$ 10,875
17	Depreciation ²	\$ 0	\$ 0	\$ 0
18	Other Non-Personnel ²	\$ 620	\$ 5,530	\$ 6,150
20	Capital Purchase ²	\$ 6,573	\$ 58,677	\$ 65,250
22	Indirect Cost	\$ 0	\$ 0	\$ 0
24	In-Kind Expense	\$ 0	\$ 0	\$ 0
25	GRAND TOTAL	\$ 40,800	\$ 337,970	\$ 378,770

¹ 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-policyinfo>).

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

Attachment 2 Cont.

BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fee, Grant & Award	\$ 15,700
Contracted Services	\$ 4,400
TOTAL	<u>\$ 20,100</u>

OTHER NON-PERSONNEL	AMOUNT
General Center Expenses	\$ 5,900
Clothing	\$ 250
TOTAL	<u>\$ 6,150</u>

RESOLUTION 2022-

A RESOLUTION AUTHORIZING THE TOWN OF ASHLAND CITY TO PARTICIPATE IN THE SAFETY PARTNERS MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the Town of Ashland City is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Ashland City's employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" Matching Grant Program; and

WHEREAS, the Town of Ashland City now seeks to participate in this important program.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for a "*Safety Partners*" Matching Grant Program through Public Entity Partners

SECTION 2: That the Town of Ashland City is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 12th day of July in the year of 2022.

Mayor

ATTEST:

City Recorder

RESOLUTION 2022-

**A RESOLUTION AUTHORIZING THE TOWN OF ASHLAND CITY,
TENNESSEE TO PARTICIPATE IN THE TCAD SENIOR CENTER GRANT
PROGRAM**

WHEREAS, the Town would like to submit the grant application totaling \$8,000.00; and,

WHEREAS, the funds will be used to get supplies for programs and activities and for building improvements at the Senior Center; and,

WHEREAS, the Town of Ashland City acknowledges this grant is a 100% grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF ASHLAND CITY, TENNESSEE** the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for the *TCAD Senior Center Grant Program* through the state.

SECTION 2: That the Town of Ashland City further authorizes Gena Batts to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of July 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY
GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2022-25 establishing a Wage and Salary Policy; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the policy and the attached exhibit; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Wage and Salary Policy, attached hereto, is hereby amended, and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of July 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO



EXHIBIT II
Town of Ashland City
Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$73,600	\$86,589	\$111,483
9	City Recorder	Fire Director	\$65,862	\$77,484	\$95,771
	Police Chief	Financial Director			
8	Deputy Fire Chief	Court Clerk	\$58,937	\$69,338	\$89,273
	Assistant Police Chief	Parks Director			
	Building/Codes Official	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$52,740	\$62,047	\$79,886
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Executive Assistant	\$47,194	\$55,524	\$68,627
	Utility/Street Maintenance Supervisor	Human Resource Specialist /Mayor's Administrative Assistant			
	Water/Wastewater Plant Operator III	Police Sergeant			
	IT Specialist	Firefighter II/Acting Fire Inspector			
5	Accounting Clerk II	Police Corporal	\$42,234	\$49,685	\$61,411
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$37,791	\$44,462	\$54,955
	Senior Equipment Operator	Park Maintenance			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Wastewater Collection Specialist	Accounting Clerk I			
	Firefighter I	Police Officer (No Cert)			
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$33,818	\$39,786	\$49,177
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$30,263	\$35,602	\$44,005
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$24,234	\$28,509	\$35,238
0	Reserve Officer	Farmers Market Manager			

* Pay rate for pay grade's 1 & 2 are based on full-time employment.

Resolution 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE WAGE AND SALARY POLICY: TITLE VI, SECTION 2 -
OVERTIME GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND
CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2022-24 and wishes to amend the policy; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Wage and Salary Policy, attached hereto, is hereby amended and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of July, 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit D). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

- 1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. ~~Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year.~~ Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. There must be an agreement of payment before the overtime is worked. An employee may not accrue more than 150 hours of compensatory time. Upon termination, an employee must be paid for compensatory time accrued. The City shall allow exempt employees to accumulate compensatory time, on a straight time basis, for extra hours worked in excess of forty (40) hours per week. Exempt employees may accumulate up to a maximum of 150 hours of compensatory time. These hours shall become null and void at the time employment ceases and cannot be used as a means of fulfilling a notice of resignation immediately preceding termination of employment.

Salaried employees may flex their time upon approval from the Mayor. Flex time is an arrangement that allows an employee to alter the starting and/or end time of their workday.

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- Employees who are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee’s regular pay rate.

3. **On-Duty** – An employee is considered ‘on-duty’ at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess

of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion that the need for disaster or emergency response has ended.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval. Such appointments shall be made only in exceptional cases as decided by the Mayor

and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing whose current pay rate is within pay range are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process.

Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the discretion of the department head and mayor based on evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process.

2. Payment Date

The longevity payment is to be paid in the month of November.

3. Withholdings

Longevity payments will be subject to standard tax withholding excluding retirement.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to

the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?
2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?
3. How long has the employee been in the higher-level job?
4. What has been the Town of Ashland City's past practice in similar situations?

It is often sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the City Clerk/Recorder within the pay period in question or immediately thereafter. Checks are picked up from each department by department head each pay day. If you are absent on payday and wish to have someone else obtain your check for you, you may give a verbal confirmation authorizing the city to give your check to the bearer.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.
2. **Lost Paychecks** – Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the City Recorder so that a stop payment order may be initiated. The Recorder will determine if and when a new check should be issued to replace a lost or missing check. Cost of stop payment of check will be paid by the employee.
3. **Unclaimed paychecks** – Paychecks not claimed by employees within ten (10) days of the date issued must be returned by the supervisor to the City Recorder.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax:** Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare:** Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Other:** Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.

- a. Medical insurance
- b. Life insurance
- c. Vision insurance
- d. Supplemental insurance
- e. Additional life insurance
- f. Deferred compensation payments
- g. Dental insurance
- h. Child support garnishments
- i. Any other garnishments or deductions agreed to or required by law
- j. TCRS Retirement will be taken out of an employee paycheck after 30 day's employment at a rate of 5% of gross total per paycheck.
- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the City Recorder before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

CLASSIFICATION TITLE:	(Job Title)
DEPARTMENT:	(Department)
REVISION DATE:	(Last date of Council Approval)
REPORTS TO:	(Department Head's Title)
EMPLOYMENT STATUS:	(Full-time or Part-time)
FLSA STATUS:	(Exempt or Non-exempt)
PAY RANGE:	(Pay Grade)

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

- (Computer, printer, various office machines (phone, calculator, copier, etc.)
- (software)
- (Microsoft Office Suites)
- (Cell phone)

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

EMPLOYEE AWARENESS

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

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

MANAGEMENT APPROVAL

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 019.03 OF CHEATHAM COUNTY TAX MAP 0490, GROUP A, LOCATED ON HIGHWAY 12 SOUTH

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 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 subdivision; 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 parcel included on Tax Map 0490, Group A, Parcel 019.03, located on Highway 12 South be rezoned from R-3 (High-Density Residential) district to the C-2 (Highway Service), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2022. This area to be zoned C-2 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 June 06, 2022.

First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

Mayor JT Smith

City Recorder Alicia Martin CMFO



ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 009.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP U, LOCATED ON HIGHWAY 12 SOUTH

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 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 subdivision; 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 parcel included on Tax Map 055C, Group U, Parcel 009.00, located on Highway 12 South be rezoned from R-2 (Low-Density Residential) district to the R-4 PUD (High-Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2022. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on June 06, 2022.

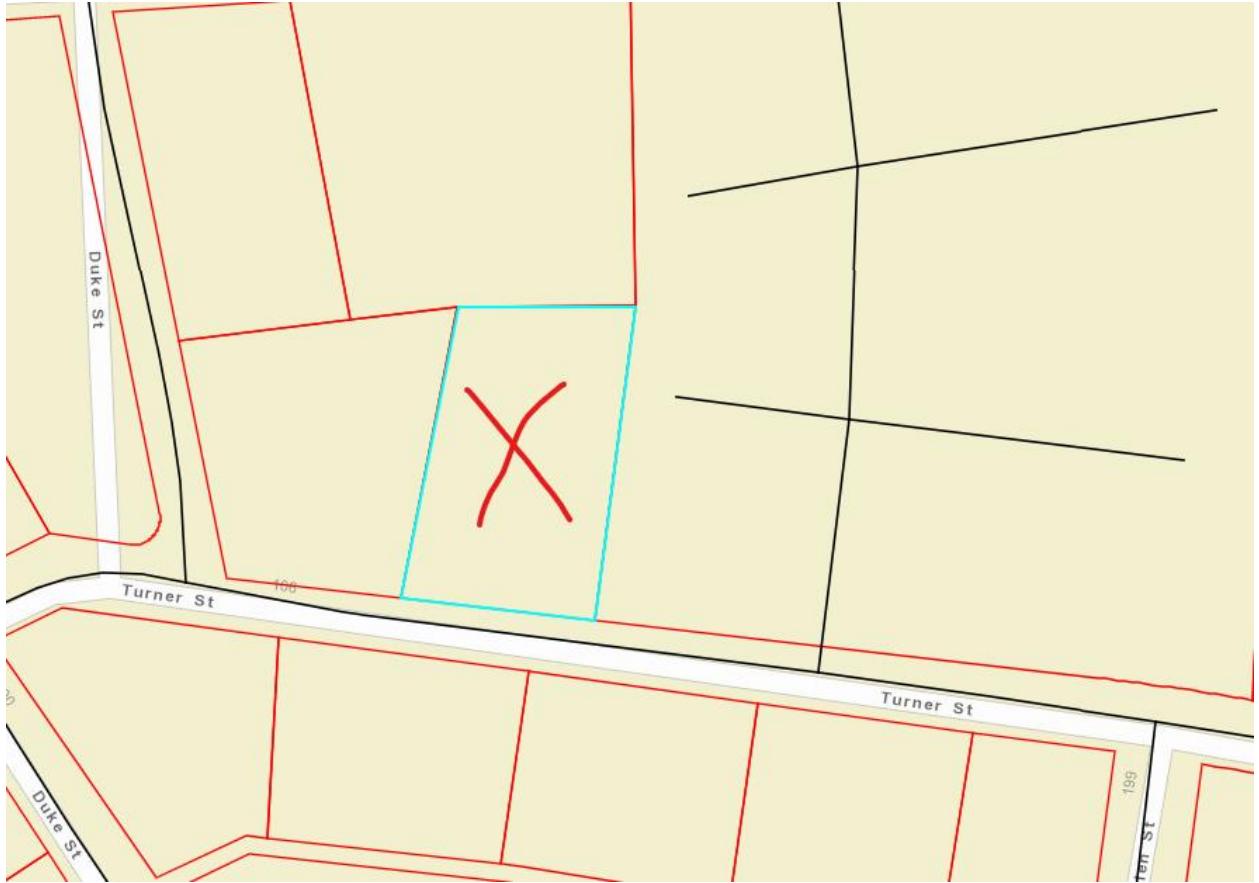
First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

Mayor JT Smith

City Recorder Alicia Martin, CMFO



ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #501 SECTION 20-105.1(c)(3) AND SECTION 20-105.1 (d)(1): POLE OR GROUND SIGNS

WHEREAS, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to amend the Zoning Ordinance of the Town of Ashland City

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Section 20-105.1(c)(3) and Section 20-105.1(d)(3) be amended as follows:

20-105 Signs Permitted in Commercial, Industrial Districts, and Professional Office

Within the commercial districts, commercial, professional office and office planned unit development districts and industrial districts, as delineated by the Ashland City Zoning Ordinance and Map, the following regulations shall apply. Accessory signs are permitted subject to the standards and provisions as set forth herein.

105.1 COMMERCIAL, INDUSTRIAL, AND PROFESSIONAL OFFICE

Within the Town of Ashland City, the following provisions shall apply.

- (a) Projecting signs are permitted subject to the following standards:
 - (1) A use may be permitted to have one (1) projecting sign attached to the front of the building.
 - (2) Such sign shall not exceed forty (40) square feet in display surface area.
 - (3) Such sign shall not project into the public right-of-way more than six (6) feet provided that in no case shall such sign be closer than two (2) feet from the curb or edge of pavement of the travel way.
 - (4) Such sign shall not exceed twenty (20) feet in height measured from the bottom of the sign provided that in no case shall such sign extend above the roof line of the building to which it is attached.
 - (5) Such sign shall clear the established grade by a minimum of ten (10) feet.
 - (6) Such sign shall be no closer than twenty (20) feet to any other projecting sign.

- (b) Wall signs are permitted subject to the following standards:
 - (1) The display surface area of such sign shall not exceed ten (10) percent of the square footage of the wall to which it is attached up to a maximum of two hundred (200) square feet.
 - (2) Such sign shall be located on the front wall of the building which is oriented to the street from which access is derived. For uses with two street frontages, wall signs may be located on a wall considered to be the front of the use shall be used for location of such signage.
 - (3) Such sign shall not extend above the roofline of the building to which it is attached or the parapet nor shall such sign project outward from the building more than six (6) inches. Any parapet constructed as a part of the building wall or added to an existing building shall match the architecture of the building, be of the same thickness and be on the same plane as the wall of which it is a part. Parapets or additions thereto shall not be braced back to the roof.
 - (4) Such sign placed in the horizontal space between windows of a two-story building shall not exceed in height more than two-thirds (2/3) of the distance between the top of the window below and the sill of the window above.
 - (5) Such sign shall not cover or interrupt major architectural features of the building. Architectural features or details shall not be removed to accommodate a sign.
 - (6) If a use utilizes both wall and projecting signs, the total display surface area shall not exceed eighty (80) square feet.
 - (7) Signs attached to the inside of windows and intended to be visible from the exterior of the building shall not be counted as a wall sign; provided, however, that such window signs shall not cover more than twenty-five (25) percent of any window.
 - (8) Any canopy sign shall be included in the calculations for total permitted sign area for wall signs and deducted from the total. A canopy sign may be internally illuminated or have back lighting.
- (c) Pole or ground signs are permitted subject to the following standards:
 - (1) A use shall be permitted to have one (1) ground or pole sign for each street frontage. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of one hundred (100) feet between the signs. Pole signs subject to a minimum set back of twenty feet from the street right of way line.
 - (2) Such sign shall have a maximum display surface area of fifty (50) square feet.

(3) Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street right-of-way line of ~~twenty (20)~~ ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(4) The number of signs permitted on a sign structure shall be limited to one (1) sign except that an additional sign which is a changeable copy sign may be permitted with a maximum display surface area of twenty (20) square feet. An accessory sign and a changeable copy sign may be integrated into one (1) sign and shall be no larger than seventy (70) square feet for a pole sign and fifty (50) square feet for a ground sign.

(5) Any changeable copy sign may be electronically or mechanically controlled. Such sign shall not flash on and off, scroll across the copy area or change colors sporadically. The electronically controlled copy shall remain static for a minimum of six (6) seconds before changing.

(6) Such signs shall be set back from the right-of-way a minimum of ten (10) feet.

(d) The following provisions and standards shall apply to commercial complexes:

(1) A commercial complex may be permitted one (1) pole or ground sign for each street frontage identifying the name of the complex or business. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of two hundred (200) feet between the signs. The maximum size of each such sign shall be a ratio of 1/2 to 1 of square footage of sign area to the length of the street frontage or the front facade of the building, whichever is greater, with a maximum display surface area of one hundred (100) square feet. In the event the above ratio results in a sign less than fifty (50) square feet in size, then a minimum size sign of fifty (50) square feet shall be permitted.

A sign setback of ten (10) feet from the street right-of-way line shall be observed. Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street

right-of-way line of ~~twenty (20)~~ ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(2) Additional signage may be permitted on the building(s) within the complex and shall be either wall signs, projecting signs or signage painted on glass windows or a combination thereof. Such signage shall be in scale with the size of the wall of the building upon which it is located and be architecturally compatible. The display surface area of such signage shall not exceed ten (10) percent of the square footage of such wall and may be apportioned for multiple occupants with each occupant being entitled to an equal share of the display surface area. Signs attached to the inside of windows and intended to be viewed from the exterior of the building shall cover no more than twenty-five (25) percent of such window.

Wall or projecting signs shall be subject to the requirements of Section 305. I (a) and 305. I (b) above.

(3) In lieu of a pole or ground sign identifying the name of the complex, such commercial complex may utilize a directory sign identifying individual occupancies subject to the same size requirements as in paragraph (1) above with each occupant being entitled to one (1) directory panel.

(4) A directory sign listing the names of individual businesses or occupancies may be permitted at the entrance to the parking lot or at the entrance of each building. The maximum display surface area shall not exceed ten (10) square feet and the maximum height shall be six (6) feet.

(5) A commercial complex may also be permitted entrance identification signage. Two (2) signs may be permitted, one (1) on either side of the entrance, and both shall be on private property in a joint user access easement or private platted sign easement. All such signs shall be integrally designed as a part of a permanently constructed and maintained brick, stone, or wood architectural feature or earth berm, all of which shall be permanently and attractively landscaped and privately maintained. No such sign shall exceed twenty-five (25) square feet in size or seven (7) feet in height.

(e) Signs may be internally or externally illuminated subject to the following standards:

- (1) Exposed bulbs are prohibited.
- (2) No sign shall change color or intensity.
- (3) The brightness and surface illumination shall not exceed:

Internal illumination - 150-foot lamberts

External Illumination - 50-foot candles

(4) In no event shall the light from any illuminated sign exceed one-half (h) foot-candle at the property line of any lot that is zoned residential.

(5) The light from any illuminated sign shall be shaded, shielded, or directed so that the light intensity or brightness shall not adversely affect the surrounding or facing premises nor adversely affect safe vision of operators of vehicles moving on public or private streets or parking areas. Light shall not shine or reflect on or into any residential structure and is subject to review by the building official.

(f) This section shall apply only to those uses engaged in the retail petroleum and petroleum products business. In addition to the requirements in Section 305.1, the following provisions shall apply:

(1) One (1) permanent price sign per street frontage. Such sign shall be affixed to or made a part of the permitted pole sign and shall not exceed twenty (20) square feet in size. Such sign shall be set back from the right-of-way a minimum of ten (10) feet.

(2) Two (2) non-illuminated self-service or full-service signs per pump island may be displayed. Such signs shall not exceed one hundred sixty (160) square inches per sign and shall be located at the ends of the pump island.

(3) Federal and State stamps, octane ratings, pump use directions, prices, and no smoking signs as required by Federal, State, and local authorities may be displayed. Such signs shall be located on the body of the pump.

(4) Petroleum product pumps or dispensers may display signs on the pumps not to exceed two (2) square feet and designed to be viewed by customers operating the pumps.

(g) This section shall be applicable only to movie houses or theaters. The following additional provisions shall apply:

(1) In lieu of a wall sign or in combination therewith, a marquee sign may be permitted. Such marquee may project over a private sidewalk or driveway but not over a public right-of-way. Such marquee structure shall be permanently attached to the principal building.

(2) Where the building contains more than one (1) theater, additional display surface area may be permitted up to a maximum of fifty (50) square

feet of sign area for each theater. This sign area shall be in addition to an identification sign for the theater(s).

Recommended by Ashland City Planning Commission at the regularly called meeting on June 06, 2022.

First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

Mayor JT Smith

City Recorder Alicia Martin, CMFO

ORDINANCE # _____

An Ordinance modifying Title 3, Municipal Court for the Town of Ashland City, Tennessee.

WHEREAS, the City Council has been looking at the feasibility of continuing with General Sessions jurisdiction for Municipal Court;

WHEREAS, the Town of Ashland City has considered the possibility of having a popularly elected clerk if General Session jurisdiction continued;

WHEREAS, the Town of Ashland City has considered the limitation of licensed attorneys that live in the city limits of the Town of Ashland City that would be qualified to run for the position of Municipal Judge if the Town continues to maintain General Sessions jurisdiction.

WHEREAS, the Town of Ashland City has considered that with the change and relocation of a new city hall that there would be an issue of transporting inmates that would need to be addressed if the Town continues to maintain General Sessions jurisdiction.

WHEREAS, the Town of Ashland City had an independent audit of the court's financial records as well as a revenue and expenditure analysis done by the Municipal Technical Advisory Service whereas it was determined that the net income for the Town of Ashland City continues to decrease.

WHEREAS, after much deliberation and considering all relevant factors, the Council for the Town of Ashland City has determined that pursuant to its City Charter, Section 22 that it is in the best interest of the Town to abolish General Sessions concurrent jurisdiction with that of the County court for Cheatham County

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that Title 3, Chapter 1 shall be deleted in its entirety and replaced as follows:

CITY JUDGE

3-101. Judicial department. Pursuant to the Town's charter and TCA 16-18-101 et seq the Town herein is establishing a municipal court and judicial department. The municipal court and department shall be as follows:

- (1) Number of judges. The Mayor and City Council shall establish the number of persons who shall serve as City Judge which shall be one.
- (2) Qualifications and term. Anyone serving as city judge shall be a licensed attorney in the State of Tennessee and a resident of the State of Tennessee for _____ years and a resident of Cheatham County for _____ year. The Judge shall be _____ of age or older.
- (3) Jurisdiction and powers. (a) The city judge may impose fines, costs, and forfeitures, and punish by fine for violation of city ordinances. (b) The judge may preserve and enforce order in the court and enforce the collection of all fines, costs and forfeitures imposed. Prior to the passage of this Ordinance, the Judge has had concurrent general sessions jurisdiction.

The Judge shall continue with concurrent General Sessions jurisdiction until all cases cited prior to October 1, 2022, have been adjudicated. Beginning October 1, 2022, all cases cited by the police department with the Town of Ashland City shall be cited to Cheatham County General Sessions Court.

- (4) Separation of powers. The city judge shall be the exclusive judge of the law and facts in every case before him/her and no official or employee of the city shall attempt to influence his/her decision except through pertinent facts presented in court.
- (5) Term/election procedure. Currently, the Judge is an elected position. At the end of the current term of election which will be in 2030, the Judge shall be appointed by the city council to serve at will for a term of _____ years. In the event there is a vacancy in the current elected position of Judge, the City Council shall appoint a replacement to fill the remainder of the term.
- (6) Compensation. The salary and any other benefits relating to the office of the City Judge shall be established by the board by ordinance prior to the commencement of the term of office and shall not be increased nor diminished during such term. The salary for the office of City Judge is hereby fixed at eleven thousand two-hundred fifty dollars (\$11,250.00) per year. The salary shall be paid monthly from the general fund of the city. The City Judge is not considered an employee of the city and not eligible for benefits.

Date of effect. This ordinance shall take effect 20 days from and after its final passage, the public welfare requiring it.

1st reading _____

Public hearing _____

2nd reading _____

Mayor

City Recorder

ORDINANCE #

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND THE MUNICIPAL CODE DELETING TITLE 9, CHAPTER 2:
PEDDLERS IN ITS ENTIRETY**

WHEREAS, the Mayor and City Council have determined that the chapter has become outdated and there is no longer a need for this chapter; and

WHEREAS, it is the Town of Ashland City Mayor and City Council's specific intention to delete this chapter in its entirety.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 9, Chapter 2: Peddlers be deleted in its entirety as follows:

~~CHAPTER 2~~

~~PEDDLERS, ETC.¹~~

~~SECTION~~

~~9-201. Permit required.~~

~~9-202. Exemptions.~~

~~9-203. Application for permit.~~

~~9-204. Issuance or refusal of permit.~~

~~9-205. Appeal.~~

~~9-206. Bond.~~

~~9-207. Loud noises and speaking devices.~~

~~9-208. Use of streets.~~

~~9-209. Exhibition of permit.~~

~~9-210. Policemen to enforce.~~

~~9-211. Revocation or suspension of permit.~~

~~9-212. Reapplication.~~

~~9-213. Expiration and renewal of permit.~~

~~9-201. Permit required. It shall be unlawful for any peddler, canvasser, or solicitor, or transient merchant to ply his trade within the corporate limits without first obtaining a permit in compliance with the provisions of this chapter. No permit shall be used at any time by any person other than the one to whom it is issued. (1973 Code, § 5-201)~~

~~9-202. Exemptions. The terms of this chapter shall not be applicable to persons selling at wholesale to dealers, nor to newsboys, nor to bona fide merchants who merely deliver goods in the~~

¹ Municipal code references Privilege taxes: title

5.

~~regular course of business, nor to bona fide charitable, religious, patriotic or philanthropic organizations. (1973 Code, § 5-202)~~

~~9-203. Application for permit. Applicants for a permit under this chapter must file with the city clerk a sworn written application containing the following:~~

- ~~(1) Name and physical description of applicant.~~
- ~~(2) Complete permanent home address and local address of the applicant and, in the case of transient merchants, the local address from which proposed sales will be made.~~
- ~~(3) A brief description of the nature of the business and the goods to be sold.~~
- ~~(4) If employed, the name and address of the employer, together with credentials therefrom establishing the exact relationship.~~
- ~~(5) The length of time for which the right to do business is desired.~~
- ~~(6) A recent clear photograph approximately two (2) inches square showing the head and shoulders of the applicant.~~
- ~~(7) The names of at least two (2) reputable local property owners who will certify as to the applicant's good moral reputation and business responsibility, or in lieu of the names of references, such other available evidence as will enable an investigator to properly evaluate the applicant's moral reputation and business responsibility.~~
- ~~(8) A statement as to whether or not the applicant has been convicted of any crime or misdemeanor or for violating any municipal ordinance; the nature of the offense; and, the punishment or penalty assessed therefor.~~
- ~~(9) The last three (3) cities or towns, if that many, where applicant carried on business immediately preceding the date of application and, in the case of transient merchants, the addresses from which such business was conducted in those municipalities.~~
- ~~(10) At the time of filing the application, a fee of five dollars (\$5.00) shall be paid to the town to cover the cost of investigating the facts stated therein. (1973 Code, § 5-203)~~

~~9-204. Issuance or refusal of permit. (1) Each application shall be referred to the chief of police for investigation. The chief shall report his findings to the city clerk within seventy two (72) hours.~~

- ~~(2) If as a result of such investigation the chief reports the applicant's moral reputation and/or business responsibility to be unsatisfactory the city clerk shall notify the applicant that his application is disapproved and that no permit will be issued.~~
- ~~(3) If, on the other hand, the chief's report indicates that the moral reputation and business responsibility of the applicant are satisfactory the city clerk shall issue a permit upon the payment of all applicable privilege taxes and the filing of the bond required by § 9-206. The city clerk shall keep a permanent record of all permits issued. (1973 Code, § 5-204)~~

~~9-205. Appeal. Any person aggrieved by the action of the chief of police and/or the city clerk in the denial of a permit shall have the right to appeal to the city council. Such appeal shall be taken by filing with the mayor within fourteen (14) days after notice of the action complained of, a written statement setting forth fully the grounds for the appeal. The mayor shall set a time and place for a hearing on such appeal and notice of the time and place of such hearing shall be given to the appellant. The notice shall be in writing and shall be mailed, postage prepaid, to the~~

~~applicant at his last known address at least five (5) days prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing. (1973 Code, § 5-205)~~

~~9-206. Bond. Every permittee shall file with the city clerk a surety bond running to the town in the amount of one thousand dollars (\$1,000.00). The bond shall be conditioned that the permittee shall comply fully with all the provisions of the ordinances of the town and the statutes of the state regulating peddlers, canvassers, solicitors, transient merchants, itinerant merchants, or itinerant vendors, as the case may be, and shall guarantee to any citizen of the town that all money paid as a down payment will be accounted for and applied according to the representations of the permittee, and further guaranteeing to any citizen of the town doing business with said permittee that the property purchased will be delivered according to the representations of the permittee. Action on such bond may be brought by any person aggrieved and for whose benefit, among others, the bond is given, but the surety may, by paying, pursuant to order of the court, the face amount of the bond to the clerk of the court in which the suit is commenced, be relieved without costs of all further liability. (1973 Code, § 5-206)~~

~~9-207. Loud noises and speaking devices. No permittee, nor any person in his behalf, shall shout, cry out, blow a horn, ring a bell or use any sound amplifying device upon any of the sidewalks, streets, alleys, parks, or other public places of the town or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the adjacent sidewalks, streets, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such permittee proposes to sell. (1973 Code, § 5-207)~~

~~9-208. Use of streets. No permittee shall have any exclusive right to any location in the public streets, nor shall any be permitted a stationary location thereon, nor shall any be permitted to operate in a congested area where the operation might impede or inconvenience the public use of such streets. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested and the public impeded or inconvenienced. (1973 Code, § 5-208)~~

~~9-209. Exhibition of permit. Permittees are required to exhibit their permits at the request of any policeman or citizen. (1973 Code, § 5-209)~~

~~9-210. Policemen to enforce. It shall be the duty of all policemen to see that the provisions of this chapter are enforced. (1973 Code, § 5-210)~~

~~9-211. Revocation or suspension of permit. (1) Permits issued under the provisions of this chapter may be revoked by the city council after notice and hearing, for any of the following causes:~~

- ~~(a) Fraud, misrepresentation, or incorrect statement contained in the application for permit or made in the course of carrying on the business of solicitor, canvasser, peddler, transient merchant, itinerant merchant or itinerant vendor.~~
- ~~(b) Any violation of this chapter.~~
- ~~(c) Conviction of any crime or misdemeanor.~~

~~(d) Conducting the business of peddler, canvasser, solicitor, transient merchant, itinerant vendor, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.~~

~~(2) Notice of the hearing for revocation of a permit shall be given by the city clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed to the permittee at his last known address at least five (5) days prior to the date set for hearing, or it shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.~~

~~(3) When reasonably necessary in the public interest the mayor may suspend a permit pending the revocation hearing. (1973 Code, § 5-211)~~

~~9-212. Reapplication. No permittee whose permit has been revoked shall make further application until a period of at least six (6) months has elapsed since the last revocation. (1973 Code, § 5-212)~~

~~9-213. Expiration and renewal of permit. Permits issued under the provisions of this chapter shall expire on the same date that the permittee's privilege license expires and shall be renewed without cost if the permittee applies for and obtains a new privilege license within thirty (30) days thereafter. Permits issued to permittees who are not subject to a privilege tax shall be issued for one (1) year. An application for a renewal shall be made substantially in the same form as an original application. However, only so much of the application shall be completed as is necessary to reflect conditions which have changed since the last application was filed. (1973 Code, § 5-213)~~

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

1st reading _____
Public hearing _____
2nd reading _____

Mayor JT Smith

City Recorder Alicia Martin, CMFO