



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

September 02, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Approval of the August 5, 2025, Regularly Scheduled Workshop Meeting Minutes

PUBLIC FORUM

REPORTS

2. ATTORNEY: Jennifer Noe
3. CHIEF OF STAFF/CODES DEPARTMENT: Allen Nicholson
4. CITY RECORDER: Mary Molepske
5. COURT DEPARTMENT: Cynthia Hollingsworth
6. FINANCE DEPARTMENT: Jamie Winslett
7. FIRE DEPARTMENT: Chief Walker
8. HUMAN RESOURCE DEPARTMENT: Violet Black
9. PARKS DEPARTMENT: Anthony Clark
10. POLICE DEPARTMENT: Chief Ray
11. PUBLIC WORKS DEPARTMENT: Clint Biggers
12. TECHNOLOGY DEPARTMENT: Justin Wheeler
13. THRIVE 55+ DEPARTMENT: Tammany Carter

UNFINISHED BUSINESS

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

NEW BUSINESS

15. CCCHS - Donation for Homecoming Bonfire
- [16.](#) A.O. Smith Donation to the Police Department
- [17.](#) Accept the bid for the Scada Project and pay the overage from the Enterprise Fund
- [18.](#) AGREEMENT: Smith Seckman Reid, Inc (Grant Admin)
- [19.](#) ORDINANCE 642: Rezone of 2055 Highway 12
- [20.](#) CONTRACT - Modern Electrical Contracting Inc. - WWTP

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

[21.](#) RESOLUTION 2025-36: Permission to apply for THSO Grant

[22.](#) Approve the update and reformat on the attached City Forms

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

August 05, 2025, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. Approval of July 1, 2025. Workshop meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the July 1, 2025, minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

2. ATTORNEY: Jennifer Noe: I have nothing to add to the agenda that is not already listed on the agenda. I attended the TML conference, and I highly recommend all of you go next year. Your classes would be different than mine but there is a lot of good information, and it gives you the chance to meet and learn from other City Leaders from similar Towns to Ashland City.
3. CITY RECORDER: Mary Molepske: Gave an update on progress, Worked with Civic Plus on several issues and corrections, Followed up with the progress of the new cleaners and sent in evaluations they are working out very well so far, Scanning and uploading more file and documents to the share drive, Helped IT get the videos off Facebook on to the share drive, Worked on some Public Record requests and working on one complicated one with Jennifer and Allen, Learned the GIS system to help with rezone ordinances, Worked with Jennifer on Trail Extension contracts, attended the CDBG Construction kick off meeting, Helped Tammany with the Senior Grant application, I have enrolled in 3 free courses for August and September, Gathered Audit information Jamie needed, Looked up contracts for Jamie.
4. CHIEF OF STAFF/CODES DEPARTMENT: Allen Nicholson: Number of Permits 10, Number of inspections 37, Property Maintenance and pending cases 85, Total Revenue Collected is \$ 35,343.41, Worked with Police Department to get an illegal operating Food Truck for almost 2 years and we have had them back up and running. We are working through property maintenance violations from complaints received. We are working with the Fire Department for a few businesses that going through remodels to make sure they are compliant. I am working with Public Works on some items that still need to be completed at City Hall. I sat in 3 interviews with the Accounting Clerk 2 position. Mayor and I attended the new Cheatham County 911 Ribbon cutting. Mayor and I are working on strategic planning. I am assisting with the Audit for

the Tennessee State Fire Marshall Office. We issued a stop work order for the car dealership on Frey Street for hauling fill dirt into the area and the City Planner and Engineer confirmed they will need a site plan for that. We are working on a water issue at The Hidden Lakes. I attended the ECD meeting with the mayors from the County, Pleasant View and Kingston Springs and city planners and other ECD board members. I attended a meeting with the Mayor, Jamie, and Legal Council with the auditing Firm. I am working on a better system to track Department Head Leave time and leaving early and coming in late, we are going paperless. The digital sign is up, Thanks to Public Works Team and Justin. I am working on 2 PEP Grants and looking into a T-Mobile Tourism Grant. Braxton Condos are building 2 units on the bottom floor, and I met them and working with the Fire Department because they are going to have to go through the state Fire Marshall's office. The developer for Frey Street presented their ideas to the Planning Commission last night for the Slow and Steady Resort. Sleep Inn is nearing completion. Monell's is still moving forward. I have worked with HR on some subjects. We are completing City Hall punch list items. We are working on some landowner issues with the Bicentennial Trail Bridge collapse. We had a Grant Construction kick off meeting with GNRC. I want to congratulate Violet Black for being appointed to PRIMA Vice President. I would like to congratulate Mary Molepske for getting her Certified Municipal Recorder 1 and will now be working toward her Certified Municipal Recorder 2. My charts are at the back of the report that shows Permits and inspections by month.

5. COURT DEPARTMENT: Cynthia Hollingsworth: The first successful Court Date was held here on July the 10th, it went smoothly and was a strong start up. The first Traffic School was held here on July the 24th and it was also successful and well received. We are continuing to direct customers to our new facility for payment processing. The Court Department has been helping with Utility Billing and troubleshooting issues with billing.
6. FINANCE DEPARTMENT: Jamie Winslett: Emailed the finance report showing revenues versus expenses, fund balance, cash on hand and loan information and gave an update on the finance department. Allen spoke to you while I was out on vacation about the auditors being here for next month's Council meeting, not workshop. We will resend the complete audit so you can look over it and ask any questions you may have. I have an appointment this week with Mauldin and Jenkins to close out last years audit. We are also working with MG Group to start the new audit. We are working on both at the same time. We hired a new employee up front and Cynthia has been helping with the training, and she is doing great. Kellie Reed came in today and submitted the audit to the Comptroller today and she taught Violet and me some things we will need to know moving forward.
7. FIRE DEPARTMENT: Chief Walker: We had a very busy and hot July. We answered 116 calls to the Public. Fireworks season was quiet. We started a recruitment class for emergency medical responders and have 7 of our own recruits and 4 from Pleasant View and 2 from Pegram. We have the lease for the placement of the 2 new Tornado Sirens signed and they should be operational by this week or next week. One is across from Java Jacks and the other is across from Hickory Hills Condos. I attended the Tennessee Fire Chiefs and the western combination meeting in Franklin for a week. We helped with watering the grass here at City Hall last month. We participated in the back-to-school event and Touch a Truck event.
8. HUMAN RESOURCE DEPARTMENT: Violet Black: I have been working with the Mayor, Jennifer, and Allen on HR issues. We sat in interviews. I completed the onboarding for 3 new employees. We have 3 open positions, and I posted the advertisements for them. They are Finance Director, Property Maintenance for building inspector and water collection assistant. We will begin our interviews for the Finance Director and the CPA Firm, and we will also begin interviews for the building and codes position. I have worked with Kellie for a few items on the budget. I attended an HR roundtable meeting in White House. I met with PEP and did a safety survey. I have scheduled a training session with the Department Heads and Supervisors and PEP to teach us what effects Liability Claims and maintenance have on our budget. I attended the CDBG Grant meeting. I handed out pencil pouches at the back-to-school bash.
9. PARKS DEPARTMENT: Anthony Clark: Farmer's Market continued with positive feedback from the community. Food Truck Monday is completed. Attended the Parks Board Meeting. I

attended the Triathlon Meeting. The team cut and cleaned up several down trees on the trails. The Summer sports have ended. Baseball had 3 teams advance to the State Tournaments. The 6 and under team were the State runners up. The 14 and under team won the State Tournament and represented team Tennessee and Mississippi. The 12 and under team made an appearance and won a game in East Tennessee. We had the Touch a Truck Event. The Fire Truck was a big hit with the kids, thanks to Captain Millett and his crew. We had our 2nd concert in the park for the summer. It was a great turn out and fun, there were about 300 in attendance for the 80's mix tape band. The last concert for the summer will be held on August 16th @ 6:00 p.m. Reminder: Team Magic is having the Triathlon this Sunday so please expect runners and bikers in town in the morning hours. Riverbluff will be the start and finish, and the public are welcome to attend. Please be patient driving through town Sunday Morning, they are expecting approximately 600 participants again this year.

10. POLICE DEPARTMENT: Chief Ray: We sent the report out to council. We had 98 Incident violations, 96 arrest violations, 236 traffic violations, and 17 accidents. There were 147 calls for the month of July. We are preparing for the Triathlon on Sunday and are ready for that. We attended a few meetings for the month of July. We had a significant Drug Seizure you will probably see on the news.
11. PUBLIC WORKS DEPARTMENT: Clint Biggers: We trimmed trees on Orchard Lane and Plumb Drive. We picked up brush. We completed mowing every week. We repaired a fire hydrant at the elementary school. We turned on the Pleasant View connection at Valley View Rd and got more out of it than we thought so now the Marrowbone pump station is off and we do not need it at all. We had guys working at City Hall on some items. We repaired drainage at Cheatham Lake Condos. We had 37 cut offs and 3 leaks.
12. TECHNOLOGY DEPARTMENT: Justin Wheeler - ABSENT
13. THRIVE 55+ DEPARTMENT: Tammany Carter: We had 1903 members check in last month. That is 196 more than check in for the prior month and 254 more than July of last year. We served 362 member meals. I completed the monthly financial report and quarterly reimbursement report for GNRC. I have been working on the Health and Wellness Expo planned for September 12th from 10 – 2 pm. It will be held at the National Guard Armory. This event will be open to the community not just Thrive members so we will post it. We were not awarded the Project Diabetes Grant, but I will be looking for other grants to apply for that may fit the same requirements or similar. I am working on a Senior Grant and will submit the application by Friday. We finished our 3rd computer class we had 17 signed up and 16 graduate. It was our biggest class so far. The next class will be in October and there is a waitlist of 20 for that class. We had a summer bizarre, 6 vendors and about 60-65 members. We have worked on some building issues. Completed the annual report and submitted it to GNRC. I am working on a day trip in December to go to Cumberland County Playhouse and see Elf and then Drive through the Daning Lights of Christmas. I am working on getting quotes for the doors to finish the money from the previous grant before it expires in March of 2026.

UNFINISHED BUSINESS

NONE

NEW BUSINESS

14. RESOLUTION 2025-26: Tammany Carter - Updating the Pet Section of the Thrive 55 Center Policies and Procedures: Revising the policy in the procedure manual to be more precise and clearer on Service Animals being allowed in the center.
15. RESOLUTION 2025-27: Updating the Day Trips and Tour Procedures section of the Thrive 55 Center Policies and procedures Manual: Tammany Carter - The overnight trips were never removed from the policy. I revised it to only do day trips, and any overnight trips are offered through a 3rd party independent travel company, but the trips are not sponsored by The Town of Ashland City or Thrive 55+.

16. RESOLUTION 2025-28: Updating the Check Signors for All City Bank Accounts: Allen Nicholson - This is to add Allen Nicholson (Chief of Staff) as a check signor in the mayor's absence.
17. RESOLUTION 2025-32: Permission to apply for PEP Safety Partners Grant: Allen Nicholson – This is a 50/50 matching grant in the amount of \$2000.00 and the city matches \$2000.00 that would be used to purchase safety steel toe boots for our employees in Public Works, Building and Codes and Parks Departments.
18. RESOLUTION 2025-33: Permission to apply for the PEP Property Conservation Grant: Allen Nicholson – This is also a 50/50 matching grant \$2000.00 from the grant and \$2000.00 from us to install cameras and access control at the WWTP.
19. CONTRACT: AllData Vendor: Clint Biggers – Corrected the contract description. This is for the mechanics website that we use for new car specs and other things. We have had this contract every year. Jamie advised it is already in the budget and just needs to be approved to continue using it.
20. CONTRACT: Axon Enterprise - Police Department: Chies Ray – explained that this is a contract for our tasers. We do not have to buy anything, and it has been renewed for 10 years, and we need this to hold our data, and we do not lose any of the information.
21. RESOLUTION 2025-29: Back Dating Pay Increases: Jamie Winslett – This is an ordinance needed to be able to back pay the pay increases that were passed in the budget. Violet also added it had been agreed to move utilities street and maintenance supervisor up a pay grade. When it was moved up a grade it was in the same grade as the public works assistant director, and we feel that position should be moved up a grade. There would be no change in pay except the 2% COLA that they are entitled to. We did not want the Supervisor and the assistant director to be in the same pay grade; we are asking to move it up a grade on the regular pay table. The public safety pay table would like to add a new position to the pay table. Chief Walker explained they just wanted to change the title. We currently have Firefighter 2 and active Fire inspector we would like to change it to Lieutenant. We are now staffing Station 2 and 3 we would like to have more structure and a direct person in charge for the employees to go to. When the Chief, Deputy Chief, and Captain are not there, the Lieutenant will take charge. We will promote 3 new Lieutenants that have been performing that role already. There would be no change in pay. Attorney Noe requested Mary to write a separate Resolution for both of those pay table changes.
22. RESOLUTION 2025-30: Council Members attending meetings by zoom -Emergency Only: Jennifer Noe - State Legislature just changed this law and it went into effect on July 1st and I brought it to you so that you have the option of allowing it per resolution. You will need to have an official resolution in order to accept this because with the exception of covid the council has never been allowed to attend a meeting via zoom. This will only allow it in particular circumstances like a family or medical emergency. There is no definition of an emergency so we would just need to use common sense on it. If you have been called into military service or due to inclement weather. If you had a councilman in the hospital, they would need to communicate with the mayor to be in compliance with the law. They would need to be visible on the monitor, and we would still need a majority present. Council members would only be allowed to use this twice a year. In order to pass this resolution you will need a 2/3 vote.
23. CONTRACT - Memorandum of Understanding - SOLEDAD - Bilingual Traffic Court: Cynthia Hollingsworth - explained she has changed positions, and she used to come in and translate for us. She is now working in the juvenile court so to continue as our interpreter she will need to be under contract with us.
24. CONTRACT: A TO Z - for a 3rd printer: Mary Molepske – Advised we added another printer and this is a contract like the 2 previous ones for service on the 3rd printer that was added.

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

25. RESOLUTION 2025-31 - Updating the format for the public speaking form: Mary Molepske this is to update the format of the form and one word change in the description from transcriber to City Recorder.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:40 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

DRAFT

Gold Service Agreement



July 30, 2025

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

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

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

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

Equipment Type	Nickname	Stops	Controller Manufacturer
Hydraulic	USV10344 05	2	Other

Scope of Work

Service Visits

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

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

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

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

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

Service Visits Include TK Elevator's Maintenance Control Program

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

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Gold Service Agreement



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

Service Requests

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

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

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

Testing

Equipment Testing

This agreement includes only the following tests:

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

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

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

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

Firefighters' Service Testing

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

Exclusions

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

Gold Service Agreement



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

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

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

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

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

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

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

Gold Service Agreement



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

Digital Customer Experience

MAX - Digital Maintenance

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

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

Customer Web Portal and Mobile App

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

TK Elevator Communications

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

Contract Term, Price, Available Discounts & Payment

Term

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Gold Service Agreement



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

Price

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

Payment Plan

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

Contract Term

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

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

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

Payment

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

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

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

Gold Service Agreement



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

Purchaser's Responsibilities

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

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

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

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

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

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

Gold Service Agreement



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

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

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

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

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

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

Gold Service Agreement



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

NL

[REDACTED]

MAYOR
INITIALS

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

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

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

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

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

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

Gold Service Agreement



Acceptance

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

ASHLAND CITY FIRE DEPARTMENT
(Purchaser):

TK Elevator Corporation Management Approval

By: _____

(Signature of Authorized Individual)

By: _____

(Signature of Branch Representative)

(Print or Type Name)

Colin Hill
General Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

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

1717 Elm Hill Pike Suite A1
Nashville, TN 37210

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

Abigail Sweat

Gold Service Agreement



Exhibit A

TK Elevator Communications

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

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

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

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

Phone Monitoring Service

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

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

Terms and Conditions

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

Price

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

Gold Service Agreement



TK Elevator Communications Contact Information - To Be Completed by Purchaser

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

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

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

Contact Name	Title	Primary Telephone #	Secondary Telephone #

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

Police Department: () -

Fire Department: () -

Special instructions/remarks:

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



Customer Portal & Mobile App setup form

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



May 13, 2025

To Whom it May Concern:

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

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

Thank you,

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

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

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

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

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

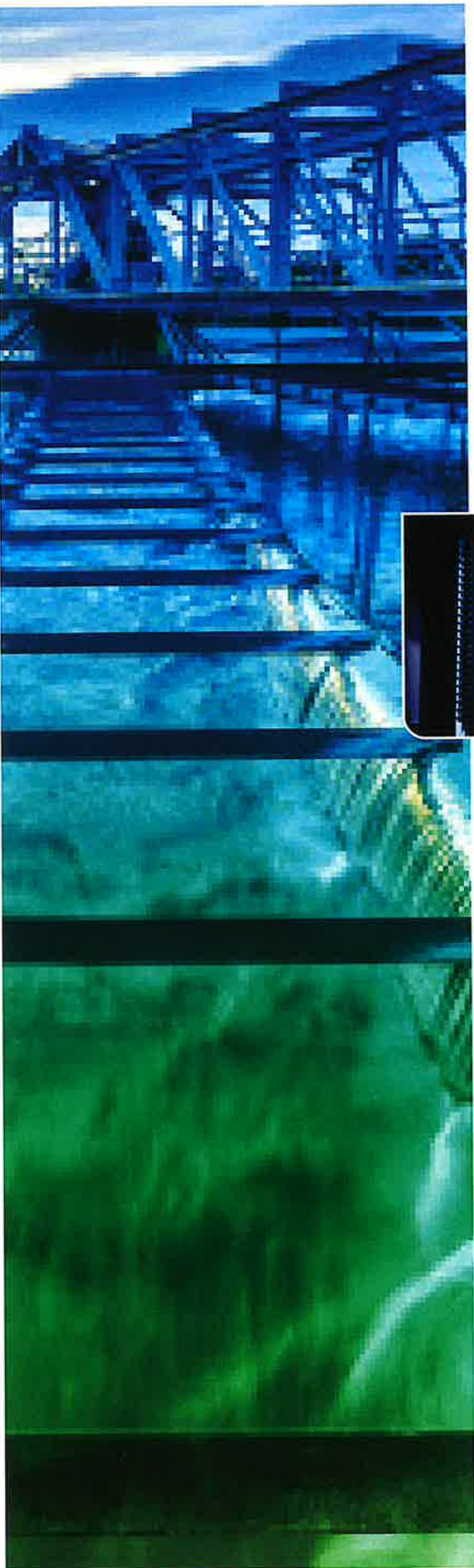
APPLIED 1000.00
TENDERED 1000.00
CHANGE 0.00

PROJECT PROPOSAL

ARP WATER SYSTEM SCADA

UPGRADES PROJECT

BID# 21-806



Advanced Systems.
Proven Solutions.

78626 | November 30, 2026 | Unlimited **CE**

ITEM # 17.

UNLOCKING THE POWER OF EXPERTISE:

Nationwide End-To-End
Integration Solutions



An  INFRAMARK Company



An  INFRAMARK Company



Advanced Systems.
Proven Solutions.

An  INFRAMARK Company

Custom Controls Unlimited

An  INFRAMARK Company

FULL SYSTEM INTEGRATION SOLUTIONS AT YOUR FINGERTIP!



CHOOSE INFRAMARK.
LET US HELP IMPROVE YOUR SYSTEM.

Item No.	Description	Unit	Estimated Quantity	Bid Price
1	Pre-Construction System Survey (Includes checklist survey of existing water treatment plant and all remote sites to test functions of the existing SCADA System and all I/Os)	LS	1	\$40,970.00
2	SCADA Upgrades - Water Treatment Plant Site (Complete-in-Place)	LS	1	\$597,938.00
3	SCADA Upgrades - Raw Water Intake Site (Complete-in-Place)	LS	1	\$119,930.00
4	SCADA Upgrades - Public Works Office (Complete-in-Place)	LS	1	\$9,510.00
5	SCADA Upgrades - Lennox Street Ground Tank Site (Complete-in-Place)	LS	1	\$178,808.00
6	SCADA Upgrades - Sycamore Square Elevated Tank Site (Complete-in-Place)	LS	1	\$60,184.00
7	SCADA Upgrades - Stratton Hill Elevated Tank Site (Complete-in-Place)	LS	1	\$68,651.00
8	SCADA Upgrades - Industrial Park Ground Tank Site (Complete-in-Place)	LS	1	\$9,268.00
9	SCADA Upgrades - Caldwell Estates Elevated Tank Site (Complete-in-Place)	LS	1	\$48,229.00
10	SCADA Upgrades - Poole Street Ground Tank and Pump Station Site (Complete-in-Place)	LS	1	\$55,701.00
11	SCADA Upgrades - Sycamore Square Pump Station Site (Complete-in-Place)	LS	1	\$63,235.00
12	SCADA Upgrades - Allenwood Pump Station Site (Complete-in-Place)	LS	1	\$67,050.00
13	SCADA Upgrades - Marrowbone Pump Station Site (Complete-in-Place)	LS	1	\$49,906.00
14	SCADA Upgrades - Caldwell Estates Pump Station Site (Complete-in-Place)	LS	1	\$49,131.00
15	General Conditions (Includes but not limited to mobilizations, demobilizations, overhead, subcontractor/System Integrator coordination, all fees (e.g. Bond Fees, Insurance, Warranty, Permits) (Ref Section 01 02 50)	LS	1	\$166,073.00
Project Total				\$1,584,584.00

for the Project (Sum of all Site items and ~~Welded Steel Tank Item 20~~) total of

One Million Five Hundred Eighty-Four Thousand Five Hundred Eighty-Four Dollars

(\$ 1,584,584.00)

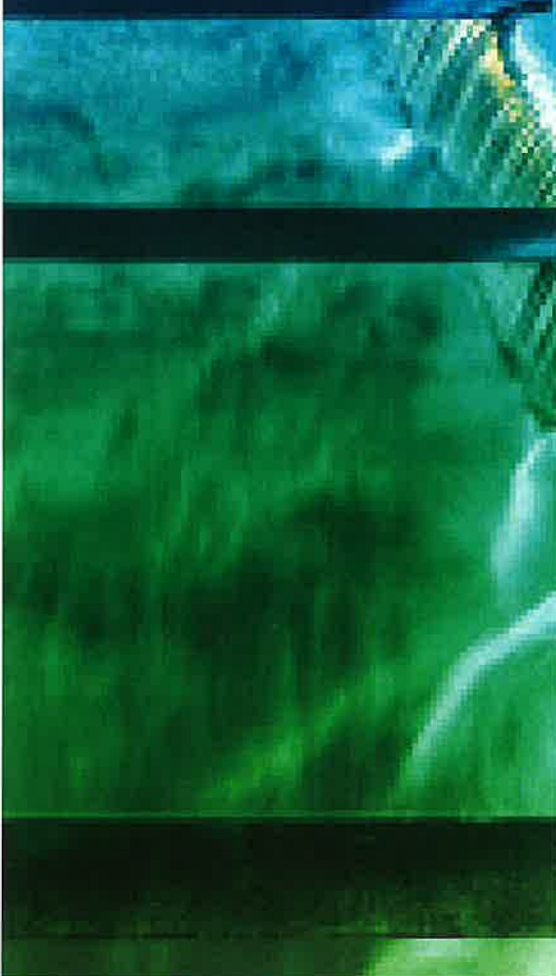
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PROJECT PROPOSAL

ARP WATER SYSTEM SCADA

UPGRADES PROJECT

BID# 21-806

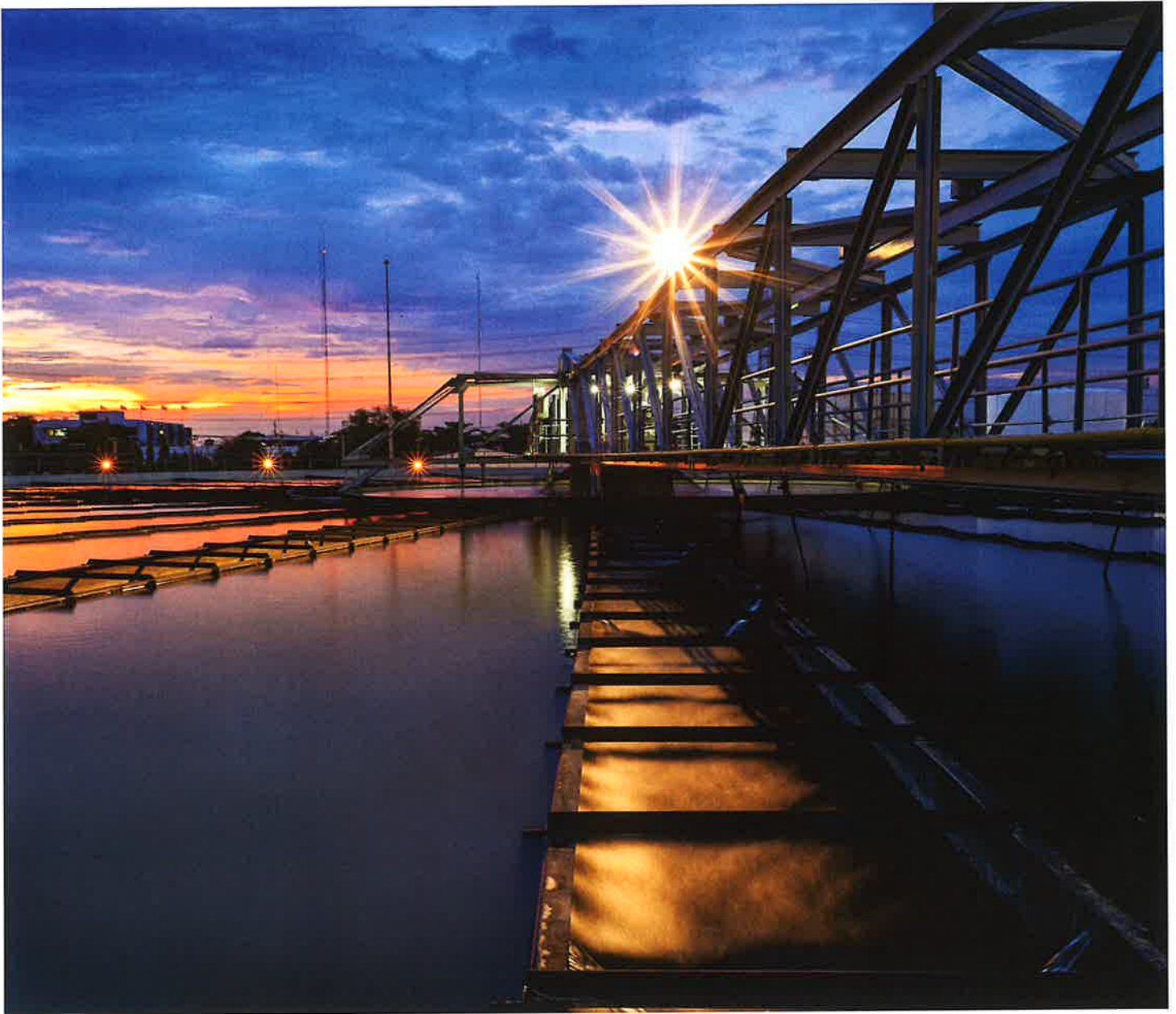


Advanced Systems.
Proven Solutions.

78626 | November 30, 2026 | Unlimited CF

ITEM # 17.

BID FORMS



Please see the attached forms you provided for our completion. By incorporating all necessary compliance measures, we guarantee that our proposal reflects not only competitive pricing but also adherence to legal and procedural mandates. Our expert team prepares these documents with precision, facilitating smooth verification processes and instilling confidence in our ability to meet project demands efficiently.

BID FORM

Place: Town of Ashland City, Tennessee

Date : 6/24/2025

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE MR Systems, LLC
Name of Bidder
1185 Beaver Run Road, Suite A, Norcross, GA 30093
Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **ARP Water System SCADA Upgrade PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within ~~240~~ **365** calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$1,000.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said water storage tank installation described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: David Foster

Company: MR Systems, LLC

Title: COO/VP

Business Address: 1185 Beaver Ruin Road, Suite A

Norcross, GA 30093

Contractor's License No: 78626

License Expiration Date: November 30th, 2026

Telephone Number: 678-325-2828

Email Contact: dfoster@inframark.com

Town of Ashland City
STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for MR Systems, LLC
Name and address of bidding entity
1185 Beaver Run Road Norcross, GA 30093;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
water department for the construction of SCADA and controls
3. That the bidding entity employs at least that five (5) employees;
4. That the affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

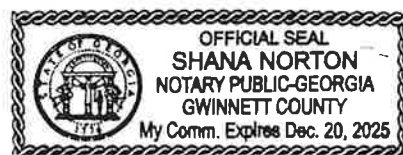
Further Affiant saith not.


AFFIANT

SUBSCRIBED AND SWORN TO before me this 24 day of June, 2025


NOTARY PUBLIC

My commission expires Dec 20, 2025



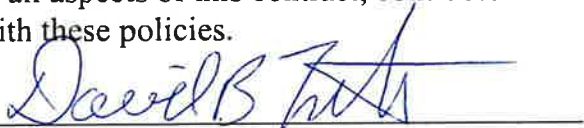
TITLE VI POLICY

TOWN OF ASHLAND CITY
233 TN WALTZ PKWY.
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov

Town of Ashland City **NONDISCRIMINATION POLICY**

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

It is also the policy of the Town of Ashland city to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP, Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants it will comply with these policies.



Signature of Contractor

David Foster

Name of Contractor (printed)

06/24/2025

Date

MR Systems, LLC

Subcontractor

06/24/2025

Date

INFORMATION COLLECTION REQUIREMENTS:

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity:

Hispanic or Latino _____

Not Hispanic or Latino X

Race: (Mark one or more)

White X Black or African American _____

American Indian/Alaska Native _____ Asian _____

Native Hawaiian or Other Pacific Islander _____

Gender: Male X Female _____

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate on the basis of race, color, religion, national origin, sex, age or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

Has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988), Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

LIMITED ENGLISH PROFICIENCY

Town of Ashland City, TENNESSEE LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

It is the general policy of the Town of Ashland City, Tennessee, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff. These steps are as follows:

1. Employees will have access to "I Speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
 - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
 - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
 - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her work place unless it is an emergency.
4. If the need is urgent or life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

Any person who thinks there has been discrimination against him/her because of LEP should contact Alicia Martin, Title VI Coordinator.

STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

<u>MR Systems, LLC</u>	<u>06/24/2025</u>
COMPANY NAME	DATE
<u>David Foster</u>	<u>COO/VP</u>
REPRESENTATIVE	TITLE

ARP Water System SCADA Upgrades Project (21-806)
Added Contractor Certifications
Relevant to Federal ARP Requirements

Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act (as required by 29 C.F.R. § 5.5(b)(1)-(4)). The Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours.

1. Overtime requirements: No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he/she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Paragraph 1. of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1. of this section, in the sum of twenty-seven dollars (\$27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of overtime wages required by the clause set forth in Paragraph 1. of this section.
3. Withholding for Unpaid Wages and Liquidated Damages: **City of White House** shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2. of this section.
4. Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Paragraph 1. through 4. of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in Paragraphs 1. through 4. of this section.



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:


☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	06/24/2025
Signature of Authorized Representative	Date
David Foster, COO/VP	678-325-2828 / dfoster@inframark.com
Printed Name and Title	Phone Number / Email Address




STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Entity SAMS UEI # (for verification): N/A

	06/24/2025
Signature of Authorized Representative	Date
David Foster	678-325-2828 / dfoster@inframark.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
CERTIFICATION OF BIDDER REGARDING
USE OF WOMEN/MINORITY SUBCONTRACTORS
****Construction Projects Only****

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize women/minority owned firms.

Documentation must be on file to show who has been contacted.

- ☐ I certify that every attempt was made to utilize female/minority contractors on this project.
- ☐ I am unable to certify to the above statements. Explanation is attached.

	06/24/2025
Signature of Authorized Representative	Date
David Foster	678-325-2828
Printed Name	Phone Number
dfoster@inframark.com	1185 Beaver Run Road, Suite A, Norcross, GA 30093
Email Address	Address

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that MR Systems, LLC have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed:

David B Foster

State of
County of

Georgia
Gwinnett

Personally appeared before me, Shana Norton the undersigned Notary Public,
David Foster, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the MR Systems LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

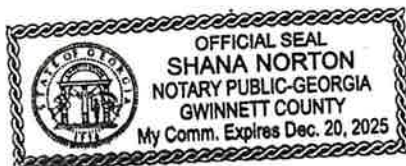
Witness my hand, at office, this 24 day of June, 2025.

Shana Norton

Notary Public

My commission expires:

Dec 20 2025



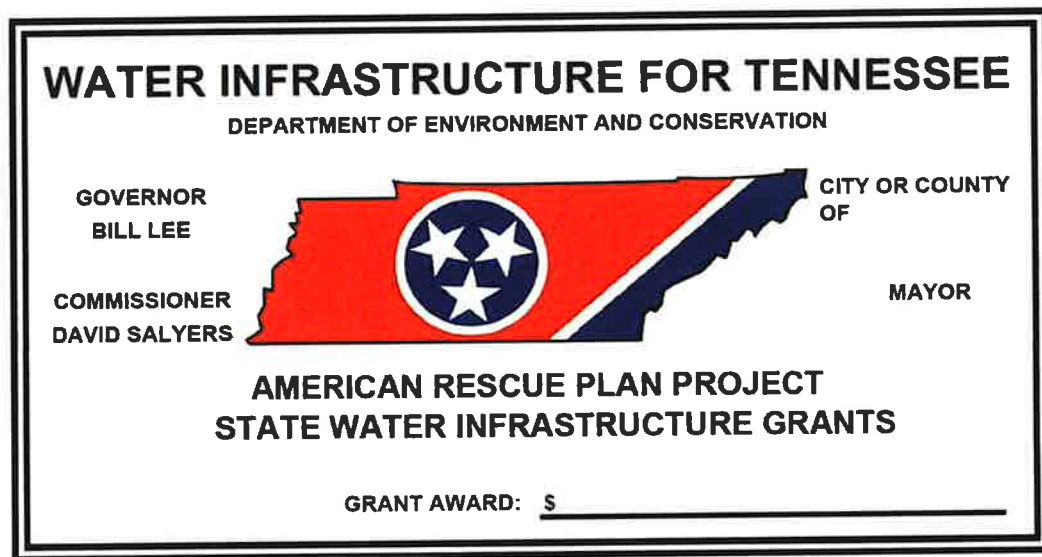


STATE OF TENNESSEE PROJECT IDENTIFICATION SIGNAGE

PART 1 GENERAL

1.1 SCOPE

- A. The work under this section shall include the furnishing of a minimum of one painted sign.
- B. The Contractor shall provide identification signs that conform to the following basic features:
 1. The following diagram shall be used as a design:



2. The sign shall be a 4-foot by 8-foot sheet of exterior grade plywood and shall be built so as to remain erected during the entire construction phase of the Project.
3. The background of both sides shall be white. The lettering shall be black and shall be large enough to take advantage of the full size of the plywood. The stars shall be white set on a blue field and surrounded by a white ring placed inside a state map in red with a stripe of white and blue on the right side. The sign shall be bordered by a 1-inch blue stripe.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 ERECTION

- A. Erect the sign on the site in a high visibility location, adjacent to the project as approved by the Engineer.

3.2 MAINTENANCE

- A. Contractor shall maintain the project sign in good condition during the Contract period.

BIDDER: MR Systems, LLC

By (Signature):



Authorized Representative:

David Foster

(Printed/Typed Name)

Title: COO/VP

Date: 06/24/2025

Phone Number: 678-325-2828

Email Address: dfoster@inframark.com

END OF DOCUMENT

TECHNICAL SPECIFICATIONS

FOR

ARP WATER SYSTEM SCADA UPGRADES PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee (Cheatham County)

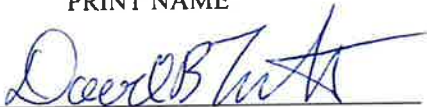


Compliance with Clean Air Act and Federal Water Pollution Control Act:

1. Clean Air Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
 - b. The Contractor agrees to report each violation to **City of White House** and understands and agrees that **the City** will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency (EPA) Regional Office.
 - c. The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000.
2. Federal Water Pollution Control Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
 - b. The Contractor agrees to report each violation to **the City** and understands and agrees that **the City** will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate EPA Regional Office.
 - c. The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000.

David Foster

PRINT NAME



SIGNATURE

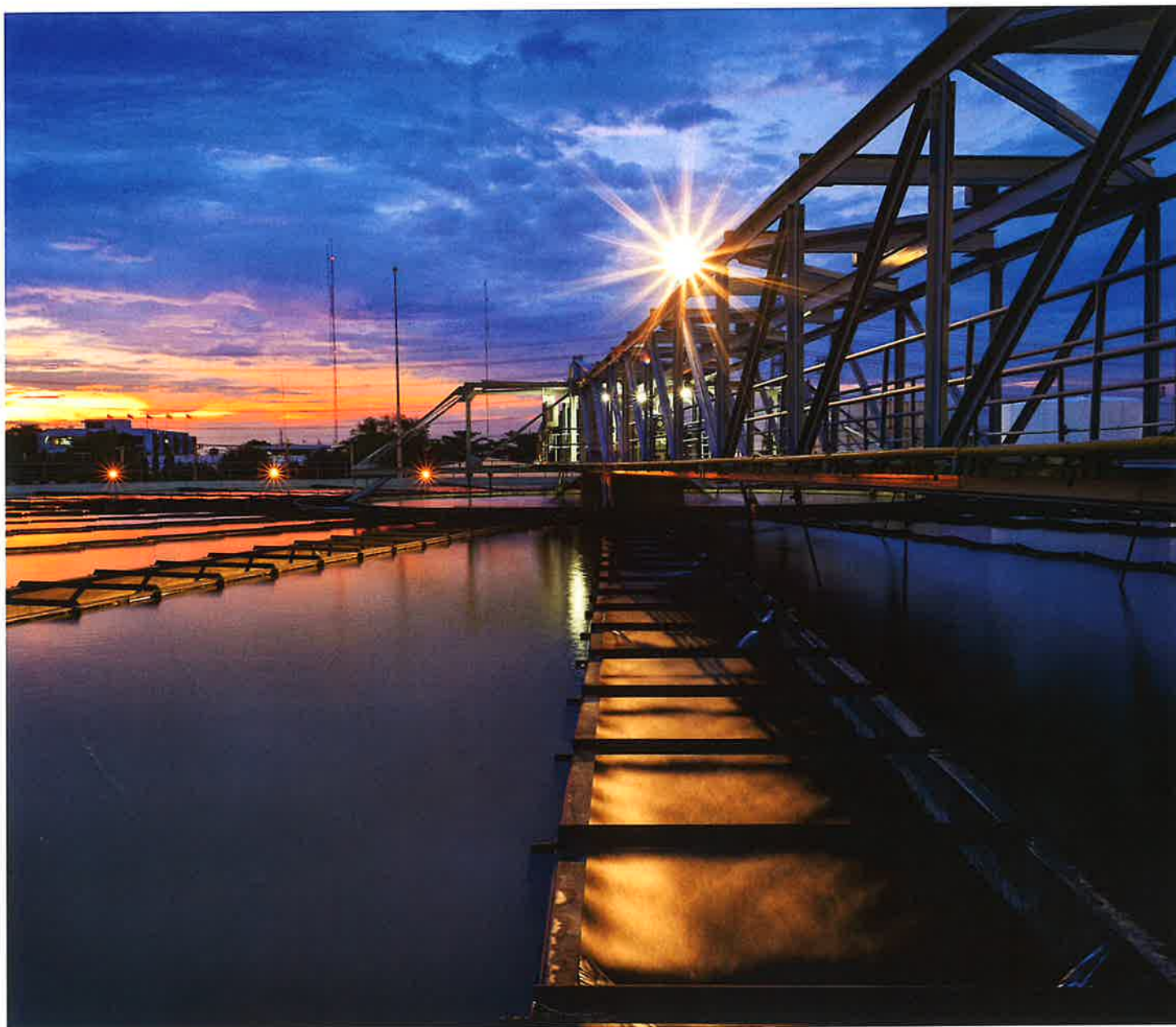
MR Systems, LLC

Contractor (Firm Name)

06/24/2025

Date

SCOPE OF WORK



Inframark's cost structure and scope of work are designed to align with the objectives and requirements outlined in this solicitation. The following section provides a detailed breakdown of proposed services, deliverables, and associated pricing to ensure transparency, value, and contract compliance.

Owner: Town of Ashland City
 Project: ARP Water System SCADA Upgrades
 A&I Quote #: 132577, Rev. 0



June 24, 2025

Quote Expiration

August 23, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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ARP Water System SCADA Upgrades

MR Systems (MRS) is pleased to provide our expert engineering services for the instrumentation and controls portion of the ARP Water System SCADA Upgrades Project for the Town of Ashland City, TN.

Scope of Work:

Provide planning, design, manufacturing, programming, testing, start-up, and training services by acting as the project's System Integrator as detailed below.

Note: This document is MRS's understanding of the Integration and Control Scope for the ARP Water System SCADA Upgrades Project. Our notes and clarifications are included throughout for examination and discussion. Only the equipment and tasks as explicitly listed below have been included in this revision of the Scope of Work.

MRS acknowledges its receipt and review of Addendums 1 and 2.

GENERAL CONDITIONS

Pre-Construction System Survey

SUBMITTALS

Schedule of Values
 Project Schedule
 Workshop Schedule for SCADA meetings for finalizing system
 Overall SCADA Schematic
 Instrumentation
 All Control Panels
 All SCADA related Network Equipment
 All SCADA Computer Hardware and Software
 SCADA Control Narratives
 SCADA Graphic Backgrounds for all areas.
 SCADA Factory Acceptance Testing Procedure
 SCADA Site Acceptance Testing Procedure
 Training
 Operations & Maintenance (O&M) Manuals

TESTING

Factory Testing - Unwitnessed Factory Testing (UFT)
 Factory Testing - Witnessed Factory Testing (WFT)
 Field Testing - Operational Readiness Test (ORT)
 Field Testing - Site Acceptance Test (SAT)



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Owner: Town of Ashland City
 Project: ARP Water System SCADA Upgrades
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Qty	Tag/Loop	Description
TRAINING		
		Control Panel and Instrumentation Maintenance - One Session for One Day
		Operation Familiarization Training - One Session for One Day
		IT and Network Training - One Session for One Day
		Follow-up Training - One Session for One Day
Vendor Co-Ordination		
SCADA		
SECTION 16 90 00 SCADA Instrumentation And Control System		
SCADA Server		
1	SCADA-SRV	HMI Server Dell PowerEdge T360 Processor (Intel® Xeon® E-2486) Memory (16GB 5600MT/s ECC UDIMM) Storage (2 × 4TB 7.2K RPM SATA Hot-Plug HDDs) RAID Controller (C22 Software RAID 1) Networking (Broadcom 5720 Dual Port 1Gb LOM) Power Supply (450W Non-Redundant) iDRAC9 Enterprise 15G Security Beze Keyboard + Mouse (USB) Monitor (Dell P2422H 24") Windows Server 2025 Standard (16 Core) Windows Server 2025 Device CALs (5) APC Smart-UPS SMT1000C 3-Year Basic Onsite Support
SCADA Workstation		
1	SCADA-WS1	Workstation #1 - Operator's Control Area Dell Precision 3650 Tower Intel Core i7-14700 CPU 16GB DDR5 4400 MT/s RAM AMD Radeon Pro W7500 8GB GPU 1TB PCIe NVMe SSD (Class 40) DVD±RW Optical Drive 500W 80 Plus Platinum PSU Dell USB Keyboard + Mouse Dual 27" Desk Monitors (Adjustable Stand) Dell AC511M Soundbar Adobe Acrobat (latest edition) Windows 11 Pro Microsoft Office Professional (latest) APC Smart-UPS SMT1000C



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Qty	Tag/Loop	Description
1	SCADA-WS2	Workstation #2 - WTP Manager's Office Dell Precision 3650 Tower Intel Core i7-14700 CPU 16GB DDR5 4400 MT/s RAM AMD Radeon Pro W7500 8GB GPU 1TB PCIe NVMe SSD (Class 40) DVD±RW Optical Drive 500W 80 Plus Platinum PSU Dell USB Keyboard + Mouse Dual 27" Desk Monitors (Adjustable Stand) Dell AC511M Soundbar Adobe Acrobat (latest edition) Windows 11 Pro Microsoft Office Professional (latest) APC Smart-UPS SMT1000C
1	SCADA-WS3	Workstation #3 - CCTV Workstation Dell Precision 3650 Tower Intel Core i7-14700 CPU 16GB DDR5 4400 MT/s RAM AMD Radeon Pro W7500 8GB GPU 1TB PCIe NVMe SSD (Class 40) DVD±RW Optical Drive 500W 80 Plus Platinum PSU Dell USB Keyboard + Mouse Dual 27" Desk Monitors (Adjustable Stand) Dell AC511M Soundbar Adobe Acrobat (latest edition) Windows 11 Pro Microsoft Office Professional (latest) APC Smart-UPS SMT1000C
SCADA Wall Mount Display Station		
1	SCADA-CRDS	Chemical Room Display Station HP Chromebox G4 Adjustable Device Wall Mount (HumanCentric 101-2016) USB Keyboard + Mouse Folding Wall Mount Keyboard Tray (Rack Solutions 104-2795) SCADA Wall Mount Display (50") APC Back-UPS BV400XU
1	SCADA-PWDS	Public Works Director Display Station HP Chromebox G4 Adjustable Device Wall Mount (HumanCentric 101-2016) USB Keyboard + Mouse Folding Wall Mount Keyboard Tray (Rack Solutions 104-2795) SCADA Wall Mount Display (50") APC Back-UPS BV400XU



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Qty	Tag/Loop	Description
SCADA Laptop		
1	SCADA-LAP	SCADA Laptop Dell Latitude 3450 Intel® Core Ultra 5 125U (12 cores, up to 4.3 GHz Turbo) 16GB DDR5 256GB PCIe SSD 14" FHD (1920×1080), Anti-Glare 54Wh Windows 11 Pro
SCADA Portable Display		
1	SCADA-PD1	Portable Display #1 Apple iPad Air 11 256 GB Wi-Fi + Cellular
1	SCADA-PD2	Portable Display #2 Apple iPad Air 11 256 GB Wi-Fi + Cellular
1	SCADA-PD3	Portable Display #3 Apple iPad Air 11 256 GB Wi-Fi + Cellular
SCADA Wall Mount Display		
1	SCADA-OAWS1-1	Operator Area Workstation #1-1 Samsung QM50R-B Screen Size: 50"
1	SCADA-OAWS1-2	Operator Area Workstation #1-2 Samsung QM50R-B Screen Size: 50"
1	CAMERA-OACD1	Operator Area Camera Display Samsung QM43R-B Screen Size: 43"
SCADA Printer		
1	SCADA-PRTR2	Chief Operator's Office Printer HP Color LaserJet Enterprise MFP M480f



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Owner: Town of Ashland City
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Qty	Tag/Loop	Description
SCADA Software		
1		Trihedral VTSCADA - Dual Server Premium 5000 Tag Development & Runtime Redundancy I/O Drivers Unlimited Clients Graphics Security Alarm Notification Historical Data Management Reporting Support Plus, 2 Years Cloud Storage, 3 years
CONTROL PANELS		
SECTION 16 90 00 SCADA Instrumentation And Control System		
1	MCP-WTP	Main Control Panel-Water Treatment Plant Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B CompactLogix 5380 #5069-L320ER Available I/O: 16 DI, 16 DO, 0 AI, 0 AO Operator Interface Terminal: Not Included Communications Type: Fiber Optic & CAT6 Ethernet Switch: Included Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	ENCL A	Chemical Room Remote Enclosure A PLC Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Flex 5000 Remote I/O Available I/O: 64 DI, 16 DO, 8AI, 16 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Ethernet Switch : Included Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	ENCL B	Lower Level Remote Enclosure B PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Flex 5000 Remote I/O Available I/O: 96 DI, 64 DO, 16 AI, 8 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Ethernet Switch : Included Reuse Existing Terminals, Relays, Analog Surge Suppressors



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Qty	Tag/Loop	Description
1	ENCL C	Clearwell Remote Enclosure C PLC Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Flex 5000 Remote I/O Available I/O: 16 DI, 16 DO, 8 AI, 0 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Ethernet Switch : Included Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-RWI	Raw Water Intake Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B CompactLogix 5380 #5069-L320ER Available I/O: 48 DI, 16 DO, 16 AI, 16 AO Operator Interface Terminal: Not Included Communications Type: Fiber Optic & CAT6 Fiber Optics Termination Panels: Not Included Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-LST	Lennox Street Ground Tank RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 4 AI, 4 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-SQT	Sycamore Square Elevated Tank PLC Control Panel Enclosure: Saginaw N4X, #304 SST Enclosure Expected Enclosure Size: 36" H x 30" W x 12" D PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 4 AI, 4 AO Operator Interface Terminal: Not Included Communications Type: CAT6
1	RTU-SHT	Stratton Hill Elevated Tank RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 4 AI, 0 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-IPT2	Industrial Park Ground Tank RTU PLC Control Panel (mods to)

Note: This proposal EXCLUDES supply of RTU-IPT2. It will be provided as part of a separate contract. Only SCADA integration of Tank #1 Pressure is included.



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Proven Solutions.

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Qty	Tag/Loop	Description
1	RTU-CET	Caldwell Estates Elevated Tank RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 4 AI, 0 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-PSTPS	Poole Street Ground Tank and Pump Station RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 8 AI, 4 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-SQPS	Sycamore Square Pump Station RTU PLC Control Panel Enclosure: Saginaw N4X, #304 SST Enclosure Expected Enclosure Size: 36" H x 30" W x 12" D PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 8 AI, 8 AO Operator Interface Terminal: Not Included Communications Type: CAT6
1	RTU-MBPS	Marrowbone Pump Station RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 8 AI, 4 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-CEPS	Caldwell Estates Pump Station RTU PLC Control Panel Enclosure: Existing Expected Enclosure Size: Existing PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 8 AI, 0 AO Operator Interface Terminal: Not Included Communications Type: CAT6 Reuse Existing Terminals, Relays, Analog Surge Suppressors
1	RTU-AWPS	Allenwood Pump Station RTU PLC Control Panel Enclosure: Saginaw N4X, #304 SST Enclosure Expected Enclosure Size: 36" H x 30" W x 12" D PLC Manufacturer & Model: A-B Micro850 2080-LC50-48QBB Available I/O: 28 DI, 20 DO, 8 AI, 8 AO Operator Interface Terminal: Not Included Communications Type: CAT6
1		Spare Parts (PLC, Panel Items, etc.)



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Owner: Town of Ashland City
 Project: ARP Water System SCADA Upgrades
 A&I Quote #: 132577, Rev. 0



June 24, 2025

Quote Expiration
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Bill of Materials and Labor

Qty	Tag/Loop	Description
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1		Studio 5000 Lite Edition (Perpetual) for 5069-L320ER Connected Components Workbench (CCW) - Free Version for 2080-LC50-48QBB
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SECURITY

SECTION 16 90 00 SCADA Instrumentation And Control System

Security System Equipment

1		Security Camera-RWI Blue-line CSP-IPAD8-A Resolution: 8MP (3840 × 2160), 4K UHD Lens: Motorized vari-focal (2.7 mm–13.5 mm) Pan/Tilt/Rotate: Pan: 0°–355°, Tilt: 0°–75°, Rotation: 0°–355° Night Vision: IR range up to 131 ft (40 m) Protection: IP67 weatherproof, IK10 vandal-resistant Connectivity: PoE (Power over Ethernet) Smart Features: AI-based motion detection, human/vehicle classification Warranty: 3 years
1		Security Camera- Main Entrance Blue-line CSP-IPAD8-A Resolution: 8MP (3840 × 2160), 4K UHD Lens: Motorized vari-focal (2.7 mm–13.5 mm) Pan/Tilt/Rotate: Pan: 0°–355°, Tilt: 0°–75°, Rotation: 0°–355° Night Vision: IR range up to 131 ft (40 m) Protection: IP67 weatherproof, IK10 vandal-resistant Connectivity: PoE (Power over Ethernet) Smart Features: AI-based motion detection, human/vehicle classification Warranty: 3 years
1		Security Camera- Main Parking Blue-line CSP-IPAD8-A Resolution: 8MP (3840 × 2160), 4K UHD Lens: Motorized vari-focal (2.7 mm–13.5 mm) Pan/Tilt/Rotate: Pan: 0°–355°, Tilt: 0°–75°, Rotation: 0°–355° Night Vision: IR range up to 131 ft (40 m) Protection: IP67 weatherproof, IK10 vandal-resistant Connectivity: PoE (Power over Ethernet) Smart Features: AI-based motion detection, human/vehicle classification Warranty: 3 years
1		Security Camera - North Gate Blue-line CSP-IPMX8-A3 Resolution: 8MP (3840 × 2160), 4K UHD Lens: Motorized vari-focal (2.7–13.5 mm) Pan/Tilt/Rotate: Yes Night Vision: Up to 200 ft IR range Protection: IP67 weatherproof, IK10 vandal-resistant (optional) Smart Features: AI-based motion detection, human/vehicle classification Connectivity: PoE (Power over Ethernet)



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		Power: 12VDC or PoE Warranty: 3 years
1		Security Camera - South Gate Blue-line CSP-IPBX8-A Resolution: 8MP (3840 × 2160), 4K UHD Lens: Motorized Zoom (8–32mm) Night Vision: Up to 390 ft IR range Pan/Tilt/Rotate: Yes Weatherproof Rating: IP67 Connectivity: PoE (Power over Ethernet) Smart Features: Color at night, AI motion detection Warranty: 3 years
1		Network Video Recorder (NVR) Blue-Line CSP-PROPOE16 Video Quality: 4K Ultra HD Inputs: 16 PoE camera ports Remote Viewing: Supported via PC, smartphone, or tablet Video Output: HDMI Storage: 4TB primary + 4TB redundant hard drive Compression: H.265 for efficient storage Warranty: 3 years

OTHER COMPONENTS

WTP

1	Post-Chlorination Metering Pump #1
1	Post-Chlorination Metering Pump #2
1	Rust Inhibitor Metering Pump
1	Coagulant Metering Pump
1	Misc Electrical

Raw Water Intake

1	Replacement of Existing pH Sensor and Transmitter
1	NaMNO4 Metering Pump
1	Misc Electrical

Lennox Street Ground Tank

1	Cla-Val Replacement Including Installation
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Sycamore Square Elevated Tank

1	Pedestal and Misc Electrical
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Qty	Tag/Loop	Description
		Stratton Hill Elevated Tank
1		Heated Pressure Transmitter and Enclosure
1		Misc Electrical
		Industrial Park Ground Tank
1		Misc Electrical for Connection of Existing Tank #1 Pressure Transmitter
		Caldwell Estates Elevated Tank
1		Misc Electrical
		Poole Street Ground Tank and Pump Station
1		Misc Electrical
		Sycamore Square Pump Station
1		Misc Electrical and Subpanel
		Allenwood Pump Station
1		Misc Electrical and Subpanel
		Marrowbone Pump Station
1		Misc Electrical
		Caldwell Estates Pump Station
1		Misc Electrical

Project Labor

One Lot	Project Management, Project Engineering, Electrical Design, Drafting & Administrative Labor (including Travel & Living expenses) to administer the project and perform system design, submittals, and record drawings as required by the Contract Documents.
One Lot	IT & OT Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot	HMI Applications & Graphics Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot	PLC Applications Labor (including Travel & Living expenses) to be performed as required by the Contract Documents.



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Qty	Tag/Loop	Description
One Lot		Field Service Labor (including Travel & Living expenses) to provide on site supervision, calibrations, startup, training, etc. as required by the Contract Documents.
One Lot		Electrical, Fire & Security Labor (including Travel & Living expenses) to provide any fiber optic cable or electrical work as required by the Contract Documents.
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight

Subtotal of Project Costs: \$1,375,060

Bonding Included (5%): \$75,456

Assumed sales tax rate is: 9.75%, Sales Tax Included: \$134,068

Total Project Cost: \$1,584,584

General Notes:

- A *** Sales Representation ***
 Mr. Scott Cockrell of Eco-Tech, Inc. in Canton, GA, is our local Sales Representative and will contact you prior to the bid with pricing. Scott may be reached at 678-880-1203 (Office) or 678-251-6178 (Cell).
- B *** Technical Advisor ***
 For technical or scope of supply questions contact John McNeill, the Inframark A&I Regional Sales Manager. John can be reached at 919-661-5556 and john.mcneill@inframark.com.
- C *** Installation of Conduit and Wire ***
 This quotation **INCLUDES** the supply and installation of conduit and wire as specifically noted above.
- D *** Equipment Installation ***
 This quotation **INCLUDES** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
- E *** Wiring Terminations ***
 This quotation **INCLUDES** the termination of field wiring to field instruments, control panels, RTU panels, and/or other devices supplied under this scope of supply. Terminations of wiring to equipment supplied by Others are excluded unless specifically noted above.
- F *** Fiber Optics Cable ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of Fiber Optic Cable.
- G *** Fiber Optic Cable Termination ***
 This quotation **DOES NOT INCLUDE** termination or testing of fiber optics cable.



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	H	<p>* CAT6 Cable Installation *</p> <p>This quotation DOES NOT INCLUDE any CAT6 cable, CAT6 related components, or the physical installation of CAT6 cable or other related components.</p>
	I	<p>* Installation of Communications Towers or Poles *</p> <p>This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.</p>
	J	<p>* Contractor License Information *</p> <p>MR Systems' Tennessee Electrical Contractors License Number is 78626 (Unlimited).</p>
	K	<p>* Order Information *</p> <p>Any orders resulting from this quotation shall be made out to "MR Systems, LLC".</p>
	L	<p>* Terms and Conditions *</p> <p>Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.</p>
	M	<p>* Performance & Payment Bonds *</p> <p>If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.</p>

Revision Notes:

Rev. 0

First Issue - 2025-06-24 - SK



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Qty	Tag/Loop	Description
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INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE

1. Performance of Obligations. The manner in which INFRAMARK's obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK's expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK's obligations hereunder.

2. Term. The term of this Agreement will commence on the date the last of the parties' executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.

3. Compensation. The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK's cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.

4. Indemnification and Release. EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY'S, OR ITS EMPLOYEES', SUBCONTRACTORS' OR AGENTS' NEGLIGENCE.

5. Warranty: INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK's responsibility is limited to correction of the defect by, at INFRAMARK's option, repair or replacement of the defective part, parts, or services. *Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.* The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client's personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.

6. Shipment and Loss or Damage to Goods and Materials: All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.

7. Software. Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client's organization only. Authorized use includes ability to modify the software, by the Client at the Client's risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client's facilities.

8. Limitation on Damages. In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK's gross negligence or willful misconduct, INFRAMARK's total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.

9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK's willful or negligent acts or omissions.



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10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.

23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.

Owner: Town of Ashland City
 Project: ARP Water System SCADA Upgrades
 A&I Quote #: 132577, Rev. 0



June 24, 2025

Quote Expiration
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24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20 ____.

OWNER/CONTRACTOR:

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR _____:

Signed by: _____

Print Name: _____ Title: _____



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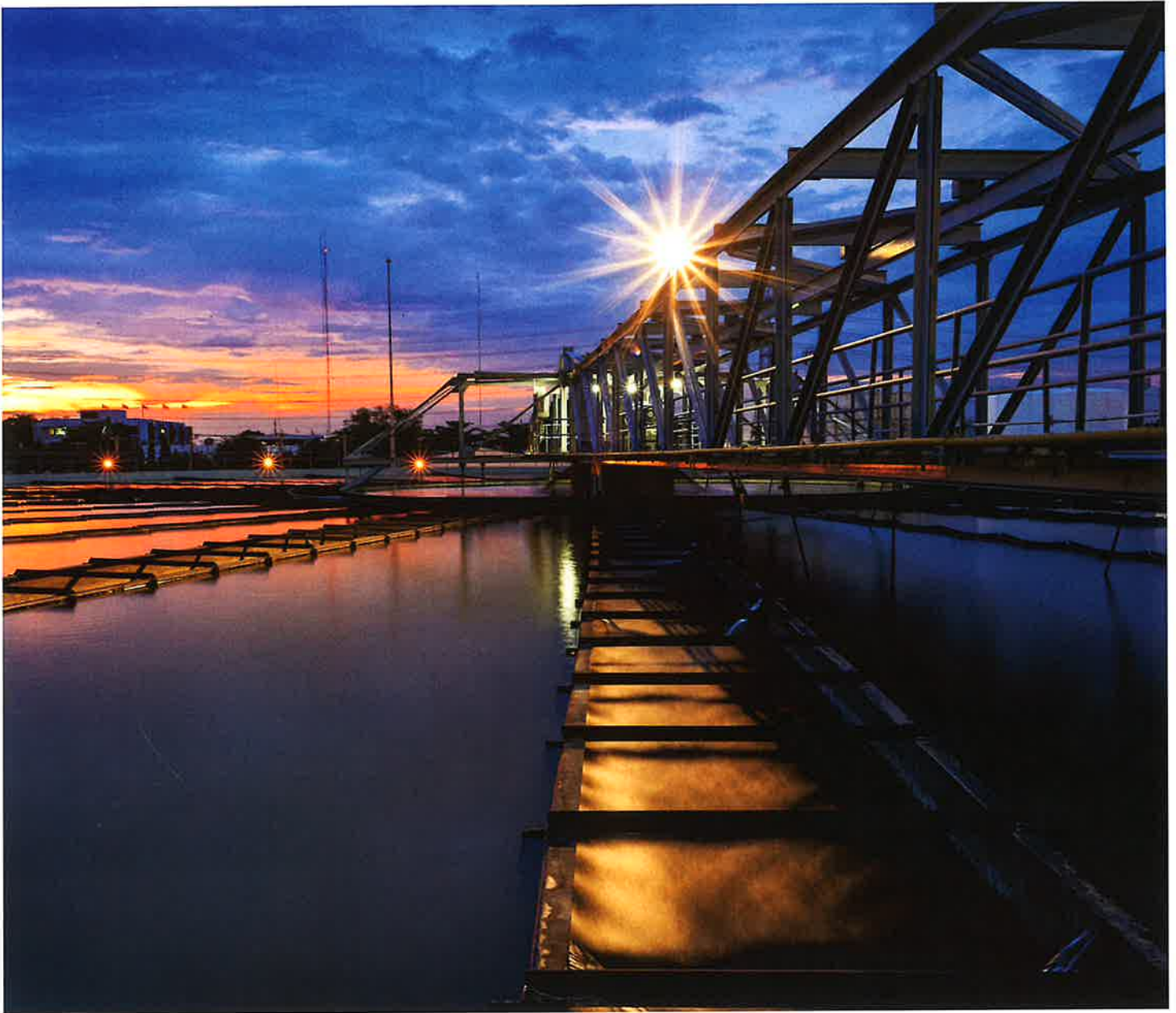
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SUBCONTRACTORS



Inframark is prepared to engage qualified subcontractors as needed to ensure full and timely execution of the contract scope. All subcontractor relationships will be managed under our rigorous quality, safety, and compliance standards to maintain seamless service delivery and client satisfaction.



June 24, 2025

Town of Ashland City
233 TN Waltz Parkway
Ashland City, TN 37015

RE: Statement Regarding Use of Subcontractors

To Whom It May Concern,

This letter is to formally state that MR Systems, LLC does not require the use of subcontractors to perform any work related to instrumentation and control systems for the ARP Water Systems SCADA Upgrades project for the Town of Ashland City. All such work will be completed directly by MR Systems' qualified personnel.

In the event that subcontractors are deemed necessary, MR Systems will make it a priority to seek and engage women-owned and minority-owned firms to fulfill those roles, in accordance with our commitment to supporting diversity and equal opportunity within our industry.

Please feel free to contact us if you need any further information or clarification.

Sincerely,

David Foster

David Foster, P.E.* | COO, VP

1185 Beaver Ruin Road | Suite A | Norcross, GA 30093

Email: dfoster@inframark.com

678-325-2828 | www.inframark.com

* Georgia, Tennessee, Alabama

SHORT FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement between **Ashland City, TN** ("Owner") and **Smith Seckman Reid, Inc.** ("SSR"). Consultant's services under this Agreement are generally identified as **Monthly Grant Administration Services** (the "Services"). All references herein to "Consultant" are understood to refer to a consultant providing professional grant administration services.

Owner and Consultant further agree as follows:

1.01 Services of Consultant

- A. Consultant shall provide or furnish the Services set forth in this Agreement on an hourly basis, and any Additional Services authorized by Owner and consented to by Consultant.
- B. **Services**
 - 1. **As Requested Grant Application and Administration Services Provided:** Management of the grant application and administration process on an as requested basis, which includes notification of known relevant and significant grant opportunities, pre-application meeting(s) with the client and/or grant awarding entity, data collection and associated work for grant application, grant submittal, and administration of invoices for grant reimbursement/payment to client.

2.01 Owner's Responsibilities

- A. Owner shall provide Consultant with information and data in Owner's possession and needed by Consultant for performance of Consultant's Services. Consultant may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
- B. Owner shall provide necessary direction in a timely manner so as not to delay Consultant's performance. Owner shall give prompt notice to Consultant whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Consultant's Services, or (2) any development that affects the scope or time of performance of Consultant's Services.

3.01 Schedule for Rendering Services

- A. The term of this Agreement shall be for three (3) years with the ability to add additional years as mutually agreed to by the Parties.
- B. Consultant's hourly rates shall be reviewed each year and adjusted as necessary in accordance with Appendix 1.

4.01 Invoices and Payments

- A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

- B. Payment: As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Consultant for any such suspension; and (3) if any payment due ~~Engineer~~ Consultant remains unpaid after 90 days, Consultant may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Consultant is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.1**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Consultant for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services, **not to exceed \$30,000.00**.
 - b. Consultant 's Standard Hourly Rates are attached as Appendix 1.
- F. Additional Negotiated Services: For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by Consultant 's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Consultant's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof;

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Consultant may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant 's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Consultant 's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. Intentionally omitted.

6.01 General Considerations

- A. The standard of care for all professional grant administration and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall have no authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site.

- C. Intentionally omitted.
- D. Intentionally omitted.
- E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.
- F. All documents prepared or furnished by Consultant are instruments of service, and upon payment, Consultant transfers ownership of Consultants instruments of services.
- G. Owner and Consultant agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) **agree that Consultant's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant within twelve (12) months prior to the claim arising, whichever is greater.**
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Owner is located.
- L. Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to any Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Consultant's Standard Hourly Rates

This Agreement's Effective Date is the date last executed by a Party hereto.

Owner:

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Consultant:

Smith Seckman Reid, Inc.

(name of organization)

By: _____
(authorized individual's signature)

Date: __/__/2025

(date signed)

Name: David Donoho

(typed or printed)

Title: Senior Principal

(typed or printed)

Address for giving notices:

2995 Sidco Drive

Nashville, TN 37204

Designated Representative:

Name: Grant Green

(typed or printed)

Title: Sr. Transportation/Urban Planner

(typed or printed)

Address:

2995 Sidco Drive

Nashville, TN 37204

Phone: 615-460-0591

Email: gggreen@ssr-inc.com

This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services.

CONSULTANT'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
3. CPI Adjustment: Upon written notice provided by Consultant to the Owner with documentation supporting the basis for a Consumer Price Index ("CPI") adjustment, Consultant's Schedule of Hourly Rates for services shall be adjusted accordingly, effective 30-days after delivery of the notice but no earlier than the anniversary of the contract effective date, to account for the change in the annual CPI from the previous 12-month period. No CPI adjustment shall be greater than ten percent (10%). The contract shall be amended as provided for herein to reflect Consultant's adjusted rates. In the event of a decrease in the CPI over the previous 12-month period, Consultant's rates shall not decrease, unless the CPI decreases by more than two percent (2%).

B. Schedule of Hourly Rates:

2025/26 Proposed Hourly Rates	
<u>Position</u>	<u>Proposed Rate</u>
Principal	\$250
Engineer IV	\$220
Project Manager II/Sr. Planner	\$200
Engineer III	\$200
Project Manager I	\$190
Engineer II	\$190
Engineer I	\$155
Engineer Intern II	\$140
Planner II	\$135
GIS Analyst	\$135
Engineer Intern I	\$125
Planner I	\$105
Clerical	\$95

ORDINANCE 642

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND ORDINANCE # 244, REZONING PARCEL 065 046.01 OF CHEATHAM COUNTY TAX MAP 65, LOCATED AT 2055 HWY 12S.

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

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

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

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

First Reading: _____

PUBLIC HEARING: _____

Second Reading: _____

Mayor Gerald C. Greer

City Recorder Mary Molepske



Customer

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

Prepared By:
Undra McCoy

umccoy@modcable.com

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

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

Project: **ASHW-30283-SEC**

Scope of Work

MECI will install access control and camera systems...

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

Default Group

Included (+)

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

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

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

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

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

Included (+)

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

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

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

Managed (Subscription) Services Terms & Conditions

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

TERMINATION

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

DEFAULT BY SUBSCRIBER

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

Notes

Summary

Subtotal \$38,723.00

\$38,723.00

Accepted By

Date

.....

.....

RESOLUTION 2025-36

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE APPLICATION OF THE TENNESSEE HIGHWAY AND SAFETY OFFICE 2026 GRANT (THSO)

WHEREAS funding for this grant has been approved for the period of October 1, 2025, through September 30, 2026; AND

WHEREAS We cannot incur costs until we have a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025; AND

WHEREAS allowable expenditures will be reimbursed for actual costs incurred after October 1, 2025; AND

WHEREAS grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic And Safety Administration, or any other authorized representative of the State or Federal government.

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

We, the City Council, meeting in Regular Session on this the 9TH day of September, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____ Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

August 28, 2025

Re: Tennessee Highway Safety Office FFY 2026 Grant Award

Dear Highway Safety Partner,

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

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

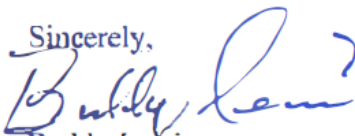
You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual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

The following items are important and expected of all grantees:

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

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

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

Sincerely,

Buddy Lewis
Director

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

SIGNATURE AUTHORITY CONSENT FORM

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

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

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

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

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

Signature of Person Granting Authority

Date

RESOLUTION 2025-37

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

WHEREAS The Surplus Property Form; and

WHEREAS Grievance form (Intake/Referral); and

WHEREAS Peddler’s License Form; and

WHEREAS Public Records Request Form; and

WHEREAS Application for Beer Permit Form.

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

We, the City Council, meeting in Regular Session on this the 9th day of September, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____ Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE



INTAKE/REFERRAL FORM

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

NAME OF COMPLAINANT OR PERSON REPORTING EVENT:

TELEPHONE NUMBERS OF COMPLAINANT OR PERSON REPORTING EVENT:

WORK: _____

HOME: _____

MOBILE: _____

NAME OF THE AGENCY INVOLVED:

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

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

DATE OF THE EARLIEST OCCURANCE OF EVENTS?

DATE OF THE LATEST OCCURANCE OF EVENTS?

HOW OR WHERE WERE YOU DISCRIMINATED AGAINST: (EXAMPLE: DISCIPLINARY ACTION, PROMOTION, DEMOTION, HOSTILE ENVIRONMENT)?

EXPLAIN AS CLEARLY AS POSSIBLE WHAT HAPPENED INCLUDING WHO DID WHAT, WHERE IT HAPPENED, WHO WAS INVOLVED, ETC. PLEASE ATTACH ADDITIONAL PAGES IF NEEDED.

EXPLAIN WHY YOU BELIEVE THESE EVENTS OCCURRED:

DESCRIBE HOW OTHERS WERE TREATED DIFFERENTLY THAN YOU:

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

_____ YES _____ NO

PLEASE CHECK ONE

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

PLEASE LIST BELOW ANY PERSON(S), WITNESSES, FELLOW EMPLOYEES, SUPERVISORS, OR OTHERS WHO MAY HAVE ADDITIONAL INFORMATION TO SUPPORT OR CLARIFY THIS COMPLAINT. PLEASE EXPLAIN WHAT INFORMATION THEY ARE PROVIDING.

WHAT EXPLANATION DO YOU THINK THE AGENCY OR ACCUSED WILL GIVE US AS TO WHY YOU WERE TREATED DIFFERENTLY IN THIS MANNER?

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

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

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

SIGNATURE OF COMPLAINANT: _____

DATE: _____

INTERNAL INVESTIGATION:

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

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

DEPARTMENT OR DIVISION: _____

WORK TELEPHONE NUMBER: _____

DATE THE COMPLAINT WAS RECEIVED: _____

DATE THIS FORM IS COMPLETED: _____

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

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

DATE THE FORM WAS FORWARDED:

INVESTIGATION MEMORANDUM FORMAT

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

2. Initiation of investigation:

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

3. Description of complaint

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

4. Statements and evidence gathered in the investigation

a. Complainant

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

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

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

c. Witnesses interviewed

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

5. Summary of evidence

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

6. Conclusions concerning violation of policy.

INCLUDE ONLY AT THE DIRECTION OF THE ADA COORDINATOR.

7. Appendices

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



APPLICATION IS REQUIRED FOR EACH INDIVIDUAL SELLING.

TOWN OF ASHLAND CITY

APPLICATION FOR A PEDDLER'S LICENSE

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. _____
B. _____
C. _____

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

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

SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

APPLICATION AND FEE RECEIVED: _____ DATE: _____

BACKGROUND RECEIVED AND REVIEWED: _____ YES _____ NO

APPLICANT CONTACTED: LICENSE ISSUE DATE _____ EXPIRES _____

LICENSE DENIED: _____



PUBLIC RECORDS REQUEST FORM

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

Name of Requestor: _____

Address (for mailed copies): _____

City: _____ State: _____ Zip Code: _____

Phone number: _____

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

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

Type of Request:

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

☐ Copy / Duplicate:

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

Delivery Preference:

☐ On-Site Pick-up

☐ USPS First Class Mail

☐ Electronic

Other: _____

In the box below:

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

SIGNATURE OF REQUESTOR DATE SUBMITTED PUBLIC RECORDS COORDINATOR DATE RECEIVED

PUBLIC RECORDS REQUEST FORM

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

To:

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

From:

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

Is the requestor a Tennessee citizen? ☐ Yes ☐ No

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

☐ Copy/Duplicate

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

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

☐ USPS First-Class Mail
☐ Other: _____

Records Requested:

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

Signature of Requestor

Date Submitted

Signature of Public Records Request Coordinator and Date Received

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

Print Form

Reset Form



THE TOWN OF ASHLAND CITY, TENNESSEE

DEPARTMENT:

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

NAME OF ITEM:

ITEM DESCRIPTION:

SERIAL NUMBER/VIN NUMBER

ASSET NUMBER: _____ AGE:

ESTIMATED REMAINING USEFUL LIFE(YEARS)

REASON FOR MAKING THE NOMINATION:

SIGNATURE: _____ DATE:



COVER SHEET

TO:

FROM:

NUMBER OF PAGES:

PHONE NUMBER:

DATE SENT:



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

COUNTY OF CHEATHAM

THIS SECTION IS FOR OFFICE USE ONLY

Date Received: _____

Zoning District: _____

Fee Received: _____

PERMIT TYPE:

Deferred: _____

Off Premises: _____

Denied: _____

On Premises: _____

Granted: _____

On Premises/ Special Event: _____

Event Date: _____

Manufacturer / Distributor: _____

Permit Number: _____

Caterer Permit: _____

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

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

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

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

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

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

1. TYPE OF PERMIT DESIRED:

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

2. REQUEST IS MADE FOR:

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

3. NAME OF APPLICANT: _____

APPLICANT IS A(N):

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

4. NAME OF BUSINESS: _____

5. BUSINESS LOCATION: _____

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

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

7. DESCRIBE THE NATURE OF THE BUSINESS/ORGANIZATION:

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

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

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

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

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

MANAGER NAME:	
MANAGER PHONE NUMBER:	

12. NAME AND ADDRESS OF THE PROPERTY OWNER:

NAME:	
ADDRESS:	
CITY, STATE, ZIP	

13. NAME AND LOCATION OF THE NEAREST CHURCH:

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

14. NAME AND LOCATION OF THE NEAREST SCHOOL:

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

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

16. ANSWER EACH OF THE FOLLOWING QUESTIONS:

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

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

SIGNATURE	TITLE (IF OTHER THAN AN INDIVIDUAL)

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

NOTARY PUBLIC	COMISSION EXPIRES