City Council Work Session Meeting Agenda

October 20, 2026 at 5:00 PM

Jefferson City Municipal Building

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1. **Call to Order**

   Opening Prayer

   Pledge of Allegiance

2. **Citizen Comments (Citizens should state their name, address, and limit comments to five minutes.)**
3. **Communications from the Mayor**
4. **Reports from Committees, Council Members, and other Officers**
   - **a.** Presentation of Employees of the Quarter - **Holly Cox**
5. **Items for Discussion**
   - **a.** Request to subdivide city property on Municipal Drive - **James Gallup / John Turner**
   - **b.** Request to Surplus and Auction Retired Police Vehicles - **Andy Dossett**
   - **c.** Purchase of Turnout Gear Extractor and Dryer for New Fire Station 2 - **Lee Turner**
   - **d.** Request to Approve Change Order 16 for Fire Station 2 - **James Gallup / Lee Turner**
   - **e.** Proposed Ultressa Ceramic Membrane Pilot Study at Water Plant - **Porter Massengill**
   - **f.** Proposed Purifics Ceramic Membrane Pilot Study at Water Plant - **Porter Massengill**
   - **g.** Request for a temporary moratorium on high-water demand developments - **James Gallup / Porter Massengill**
   - **h.** Request to amend eligibility requirements for P.A.R.A.D.E. Committee - **James Gallup**
   - **i.** Request for an Adopt-A-Park Agreement for the Wildlife Viewing Area - **James Gallup / Mossy Creek Foundation**
6. **Appointments**
   - **a. City Council Member position** - Applicant will be appointed to complete the remainder of Councilmember Melton's terms of office. Ten applications have been received.
   - **b. Parks and Recreation Committee** - The members are appointed for a two-year term by the City Council. There are two vacant positions to be filled.

c. **Adjustment and Appeals Board** - The members are appointed for a three-year term by the City Council. There is a vacancy on the Board. The term will expire in February of 2027.

7. Calendar/Upcoming Events

a. The October HZC/Regional Planning Commission/BZA meeting will be on Monday, October 26, 2026.

b. The November Council Meeting will be on Monday, November 2, 2026.

c. The November Work Session will be on Tuesday, November 17, 2026.

d. The November HZC/Regional Planning Commission/BZA meeting will be on Monday, November 23, 2026.

8. Announcements

a. The last Movie Night at Mossy Creek Station of the season will be on Friday, October 23rd at 8pm. The movie "Hotel Transylvania" will be shown.

b. City Administrative Offices will be closed on Wednesday, November 11, 2026 in observance of Veterans Day.

9. Adjourn

OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: October 14, 2026

SUBJECT: Request to Subdivide City-owned Property off Municipal Drive

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BACKGROUND:

- The city owns property within the Jefferson City Industrial Park that is split by Municipal Drive. The city has previously discussed a potential future park on the on the northern side of Municipal Drive, while keeping the southern portion of the parcel for industry recruitment.
- In discussion with the Director of the Jefferson County Economic Alliance, it is recommended that the city move towards subdividing the northern and southern part of this parcel and letting the IDB take the southern portion for future industry recruitment.
- The process to subdivide will require a full land survey to redefine the metes and bounds of two new parcels.

FISCAL IMPACT:

- Survey Cost
- Recording Fees
- The associated costs were not a budgeted for item; would require a budget amendment.

REQUEST/RECOMMENDATION:

- Option 1 – Proceed with the process to separate the parcel into two parcels
- Option 2 – Include in budget request for next fiscal year

ATTACHMENTS:

- Parcel Map 015 014.01 – Map of Jefferson City owned property off Municipal Drive

Jefferson County - Parcel: 015 014.01



Date: October 14, 2026

County: JEFFERSON
Owner: CITY OF JEFFERSON CITY
Address: OLD A J HWY E
Parcel ID: 015 014.01
Deeded Acreage: 0
Calculated Acreage: 40
Vexcel Imagery Date: 2023

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

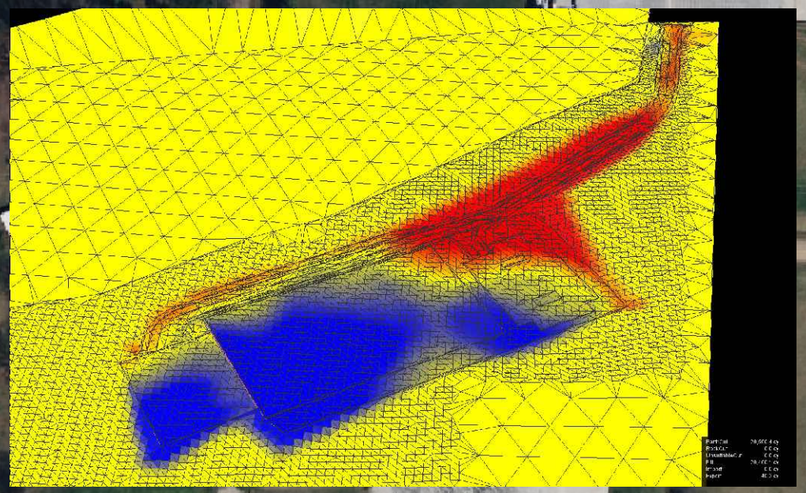
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Grading Concept Quantities:

Grading Cut: 20,500 Cu. Yd.

Grading Fill: 20,500 Cu. Yd.

Topsoil Strip: 5,000 Cu. Yd



Grading Heat Map (Red = Cut / Blue = Fill)

Municipal Drive

65,000 SF
Building
FFE: 1145.71

Docks

Parking

Site Area:
21.3 Acres +/-

Norfolk Southern Railroad

Note:

This plan is for preliminary planning purposes and is only intended to illustrate general development potential.

0 100 200 400

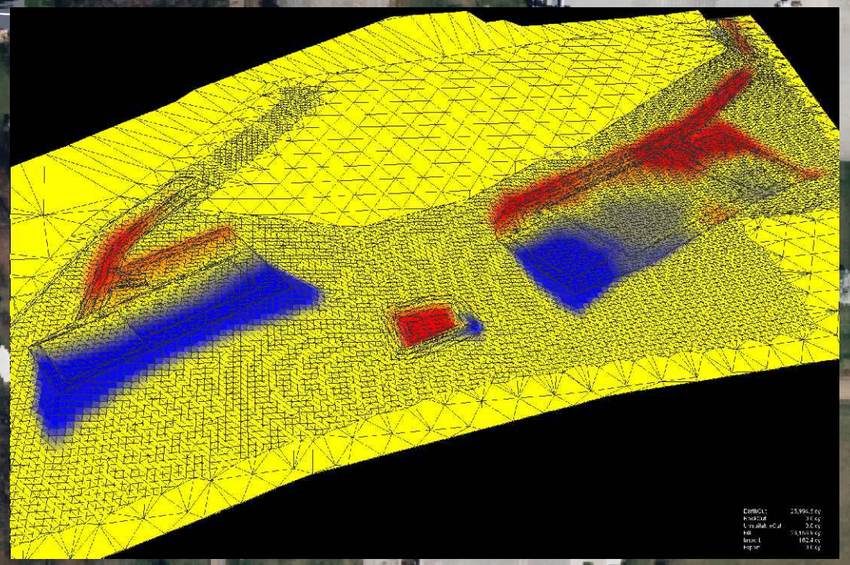
CONCEPTUAL GRADING EXHIBIT

MUNICIPAL DRIVE INDUSTRIAL SITE

JEFFERSON CITY, JEFFERSON COUNTY, TENNESSEE

TVA Economic Development

Created March, 2023



Grading Heat Map (Red = Cut / Blue = Fill)

Grading Concept Quantities:

Grading Cut: 30,000 Cu. Yd.

Grading Fill: 30,000 Cu. Yd.

Topsoil Strip: 9,000 Cu. Yd

Municipal Drive

Conceptual Pad B:
1.55 Acres +/-

20,000 SF
Building
FFE: 1168.54

65,000 SF
Building
FFE: 1141.27

Parking

Site Area:
21.3 Acres +/-

Conceptual Pad A:
3.8 Acres +/-

Norfolk Southern Railroad

Notes:

This plan is for preliminary planning purposes and is only intended to illustrate general development potential.

Proposed grading was generated by SiteOps and is not intended for permitting or construction.

0 100 200 400

*Existing LIDAR topography is displayed at 2' contour intervals

CONCEPTUAL EXPANDED GRADING EXHIBIT

MUNICIPAL DRIVE INDUSTRIAL SITE

JEFFERSON CITY, JEFFERSON COUNTY, TENNESSEE

TVA Economic Development

Created April, 2026

Jefferson City Police Department

AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Andy Dossett, Chief of Police

DATE: October 6, 2026

SUBJECT: Request to Surplus and Auction Retired Police Vehicles

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BACKGROUND:

- The Police Department has three retired police SUV's that can be surplussed and auctioned via GovDeals.
- The revenue generated will help alleviate the costs associated with equipping the FY 26-27 police SUV's .

FISCAL IMPACT:

- There is no expense associated with this cost.

REQUEST/RECOMMENDATION:

The below listed retired police vehicles are no longer in service. Please consider my request to surplus these units and sell them via Govdeals online public auction.

2016 Ford SUV 1FM5K8AR4GGB65123 (Unit 550)

2016 Ford SUV 1FM5K8AR6GGB65124 (Unit 552)

2016 Ford SUV 1FM5K8AR8GGB65125 (Unit 551)

ATTACHMENTS:

Jefferson City Fire Department

AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Robert Lee Turner, Fre Chief

DATE: October 13, 2026

SUBJECT: Purchase of Turnout Gear Extractor and Dryer for New Fire Station 2

BACKGROUND:

- As JCFD Station 2 nears completion, two large equipment items are in need of being purchased for installation at the station.
- These equipment items, a turnout gear extractor (washer) and dryer are required to ensure that firefighters' personal protective equipment are cleaned properly and returned to service promptly in order to extend the life of the equipment and remove the contaminants from the turnout gear.

FISCAL IMPACT:

The cost of the Continental Extractor/washer is $12,092.22.

The cost for the Ram Air Gear Dryer is $11,446.91.

REQUEST/RECOMMENDATION:

I am requesting City Council to waive the sealed bit requirement in order to expedite the purchase and ensure interoperability with the current equipment in use. These equipment items will match the current ones in service at Station 1, which we have had exceptional service in the past.

I request that the purchase for the Continental Extractor be awarded to Laundry Systems (our current service vendor) for $12,092.22 and purchase of the Ram Air PPE Dryer be awarded to Ram Air (our current vendor) for $11,446.91.

ATTACHMENTS:

OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager
Lee Turner, Fire Chief

DATE: October 14, 2026

SUBJECT: Request to Approve Change Order 16 for Fire Station 2

BACKGROUND:

- On September 28, staff conducted a "Substantial Completion" walkthrough of Fire Station 2 and noted critical items that were brought to the attention of the A&E firm and builder.
- In lieu of being assessed liquidated damages, the contract builder negotiated a proposal to provide a better flooring product.
- This change order suspends accruement of liquidated damages and reflects only the additional time needed to repair the flooring and keeps the project moving towards completion.
- New substantial completion date: October 26, 2026. Contractor understands that liquidated damages shall resume after this date.

FISCAL IMPACT:

- No change to Contract Sum; Project is still under budget

REQUEST/RECOMMENDATION:

- Staff recommends approval of Change Order 16 to adjust time for substantial completion

ATTACHMENTS:

- AIA Document - Change Order 16
- Renderings for new flooring plan negotiated by builder

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Jefferson City Fire Station No. 2 1075 Odyssey Road Jefferson City, TN 37760	Contract For: Jefferson City Fire Station No. 2 Date: 05-12-2025	Change Order Number: 16 Date: 10-14-2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Jefferson City, TN 112 City Center Drive Jefferson City, TN 37760	Allen & Hoshall 5746 Marlin Road, Suite 102 Chattanooga, TN 37411	McSpadden, Inc. P.O. Box 948 Dandridge, TN 37725

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This is an adjustment to the proposed completion date.

The City has foregone the accruement of Liquidated Damages due to the agreement with McSpadden to repair the flooring. Liquidated Damages will will be suspended during this period, but may be reassessed if required after the new proposed date of completion.

The original Contract Sum was	$	5,202,800.00
The net change by previously authorized Change Orders	$	-8,480.16
The Contract Sum prior to this Change Order was	$	5,194,319.84
The Contract Sum will be unchanged by this Change Order in the amount of	$	
The new Contract Sum including this Change Order will be	$	5,194,319.84

The Contract Time will be increased by Twenty-nine (29) days.

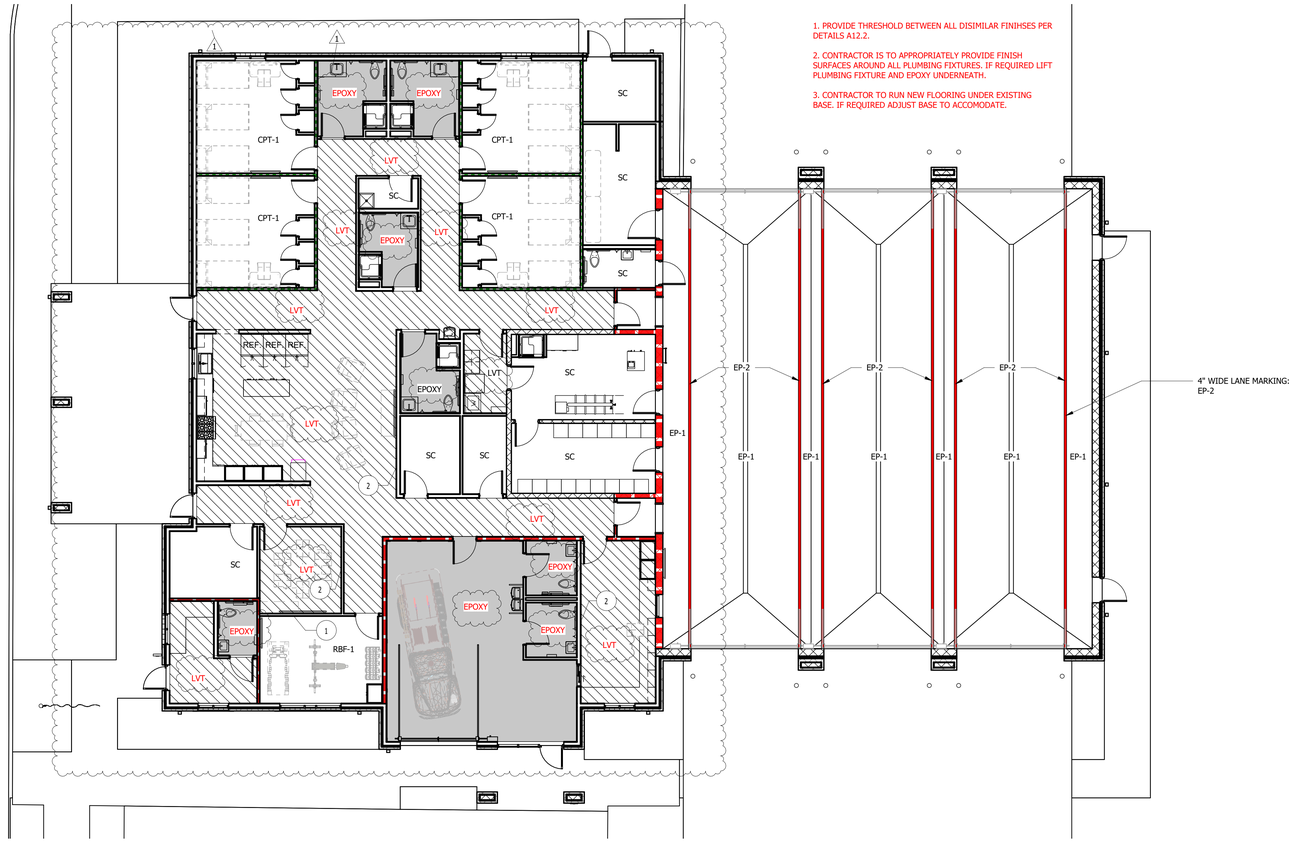
The new date of Substantial Completion will be October 26, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Allen & Hoshall		
SIGNATURE: Robert M Thew, AIA	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE: Robert M. Thew, Project Architect	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE: 10/14/2026	DATE	DATE

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User Notes: (3B9ADA4C)



LEGEND

1	4 FT HIGH x 8 FT WIDE WALL MOUNTED MIRROR - MOUNT BOTTOM OF MIRROR 4'-0" A.F.F. - CENTER ON WALL
2	PROVIDE 4 FT HIGH x 6 FT WIDE MARKER BOARD THIS LOCATION - MOUNT BOTTOM OF THE BOARD 2'-6" A.F.F.

1 FINISH FLOOR PLAN
1/8" = 1'-0"

Allen&Hoshall
engineers • architects

Allen & Hoshall
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Chattanooga, TN 37411
423 892 1203 fax 423 892 1273

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This document is proprietary and shall not be reproduced or used by others without prior written consent.
These drawings are intended to be plotted in color. Contractor assumes all risk in utilizing these drawings in any other manner.

ROBERT MICHAEL [illegible] REGISTERED ARCHITECT Certificate No. 105400 STATE OF TENNESSEE
[illegible] 11-22-2024

JEFFERSON CITY FIRE STATION NO. 2

1075 ODYSSEY ROAD
JEFFERSON CITY, TN 37760

Jefferson City, Tennessee

No.	Revision Description	Date
1	ASI #11	10.6.26

FINISH PLAN

JOB NO: 63433 DRAWN: AB
DATE: 11.1.24 CONSTRUCTION DOCUMENTS

A12.1

Plotted on: 10/7/2026 8:03:05 AM

PUBLIC WORKS DEPARTMENT

AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Porter Massengill, Director of Public Works and Utilities

DATE: October 13, 2026

SUBJECT: Ultressa Ceramic Membrane Pilot Study at Water Plant

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BACKGROUND:

The Utility Department has received a quote from Southeastern Tank for a pilot study of Ultressa ceramic (silicon carbide) membranes at the Jefferson City Water Plant. With the problems of production falloff with the current polymeric membranes at the water plant, it is prudent to look at alternative technologies to maintain the potable water production levels.

FISCAL IMPACT:

The quote is for $25,700.00 plus $6,000.00 freight for a total of $31,700.00. There will be some miscellaneous costs associated with electrical (power supply) and plumbing influent and effluent lines to the pilot unit.

REQUEST/RECOMMENDATION:

To be sure all the costs are covered, I respectfully request Council consider and approve $37,000.00 to cover costs associated with this project.

ATTACHMENTS:

Pilot Proposal from Ultressa

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Pilot Proposal

Ultressa® Silicon Carbide (SiC) Full-Sized Pressurized Ceramic Module (CPM) UF Drinking Water Pilot

Jefferson City, Tennessee

September 14, 2026

Representative: Dina Gouge / Southeast Tank M:865.599.9201

Ultressa: Ron Maness M:630.699.0876

Confidentiality

This proposal is confidential and contains proprietary information. It is not to be disclosed to a third party without the written consent of Ultressa

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1. Introduction

Ultressa is pleased to have the opportunity to present this proposal to Jefferson City, TN for Ultressa® Silicon Carbide (SiC) Ceramic Pressurized Module (CPM) UF drinking water pilot testing. This pilot proposal replaces a previous proposal dated April 22, 2026, as the consideration to retrofit the existing ZW1000 membranes has been abandoned. This document proposes the Ultressa pressurized membrane system which is more economically suited for a new 15.0 MGD treatment facility.

This proposal summarizes our understanding of the project conditions and presents an overview of our pilot testing system and services. Please review the information provided herein and notify us immediately if any corrections or modifications are necessary.

Table 1. Client (Owner) Information

Client Information	
Company:	City of Jefferson City, TN
Address:	112 City Center Drive
City, State, Zip:	Jefferson City, TN, 37760
Telephone:	865.475.9071
Contact Person:	Porter Massengill
Title:	Public Works Director
Email:	pmassengill@jefferson citytn.gov

Table 2. Engineer Information

Engineer Information	
Company:	
Address:	
City, State, Zip:	
Telephone:	
Contact Person:	
Title:	
Email:	

Table 3. Pilot Location

Project Location:	
Site Name:	Jefferson City Water Treatment Plant
Address:	445 E Broadway BLVD
City, State, Zip:	Jefferson City, TN, 37760
Telephone:	865.475.3251
Site Contact:	TBD
Title:	TBD
Email:	TBD

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2. Project Understanding

Jefferson City operates a 5 to 7 MGD ground water treatment plant, treating water from wells which access local zinc mines. The existing treatment technology consists of inline coagulation followed by 4 trains of ZeeWeed 1000 submerged UF membrane filtration, and post-treatment disinfection. While there was an initial interest to retrofit the existing ZW1000 membranes with ceramic technology, a decision has been made to build a new treatment facility with a capacity of 15.0 MGD. In response, Ultressa recommends its pressurized membrane for the new and larger capacity system.

This proposal covers the scope of supply, schedule and pilot equipment description, but does not include a detailed test plan. Ultressa will work with the Owner and their assigned Engineer to provide input on the pilot operation to meet treatment goals specific to site.

3. Purpose and Objectives

The purpose of the pilot is to assess site-specific performance of the pressurized silicon carbide membrane technology.

Specifically, the objectives of the pilot test are:

1. Demonstrate filtrate quality suitable for drinking water distribution per site and EPA requirements
2. Daily Integrity Testing
3. Demonstrate highest sustainable flux and cycle duration for pressurized silicon carbide membranes that meet the project requirements.
4. Determine appropriate pretreatment required to meet water and sustainable flux goals.
   Coagulant: It is recommended that alum be used in conjunction with ceramic membranes. However, the preferred coagulant will be determined through the course of the pilot study.
5. Demonstrate and optimize the hydraulic cleaning sequence with a water recovery goal to minimize waste.
6. Demonstrate an effective chemical cleaning regime including maintenance cleaning (Chemical Enhanced Backwash) as well as recovery cleaning (CIP).
7. Determine the number of Ultressa CPM modules to treat the proposed design capacity of 15.0 MGD.

A Daily Report was provided by Jefferson City, and dated 3/28/26. This report noted the source water pH is less than 7.4, the alkalinity is > 230 ppm, the turbidity is < 3 NTU, and the water temperature is approximately 16 degrees C. The current polymeric membranes are being fouled with a silicate clay material which seems to be pre-formed within the water source. This material will be filtered out on the ceramic membranes, and we feel that high (e.g., 12) or low (e.g., 2) pH cleanings will address this issue. However, it will be necessary to stay ahead of any excessive fouling in order to maintain optimum membrane performance.

4. Typical CPM UF Operation

Ultressa® SiC ceramic UF membranes operate under pressure and utilize an "inside-out" flow path. The membrane will be operated in a dead-end process with alternating filtration and backwash sequences. In this mode, 100% of the water feeding the membrane will go through as filtrate. All suspended solids in the water will build a cake layer on the membrane surface. Periodically this water is backwashed (reverse direction) to hydraulically clean the membrane.

Backwashing: With dead end filtration mode there will be periodic backwashing with filtrate water in the reverse direction of filtration flow. No air scouring is employed in the backwash operation. Filtrate travels through the membrane surface from the clean side to the dirty side to remove suspended solids that have built up on the surface. This water is then diverted to drain to remove solids from the system. Following the backwash, the system undergoes a feed flush (at production flowrate) to purge remaining solids from the system. No chemicals are used for normal backwashing.

Maintenance Chemical Cleaning: Maintenance chemical cleaning is used periodically, to prolong production time between recovery cleanings. Maintenance clean frequency is subject to the feed water quality, pretreatment chemistry and operating conditions. Sodium hypochlorite (NaOCl) is the standard cleaning agent. In certain applications NaOH may be used to elevate the pH either by itself or with the NaOCl. Citric acid or HCl/H2SO4 may also be used in a separate maintenance cleaning step in cases with scale potential. Maintenance cleaning may be performed as a chemically enhanced backwash (CEB) step or as a short automatic clean in place (mCIP) step.

Recovery Chemical Clean-In-Place (CIP): Recovery CIP is used to restore the permeability of the membranes by removing the foulants from the membrane surface that are not completely removed by the backwashes and maintenance cleaning. Typical cleaning is with NaOCl with NaOH to raise the pH to 12 followed by a cleaning with citric acid and/or HCl. Both cycles also use heat to raise the temperature to 35°C.

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5. Scope of Supply and Services

The following summarizes the pilot lease and services for the Jefferson City study:

A. Summary

Items	Description	Cost
Hardware	Full Scale CPM Pilot Rental (1 months) • Includes 1 CPM Module	$10,000
Services: On-site Trip 1 (Ultressa)	1 trip (4 man-days + 1 travel day): • Offloading / placement by Others • Pilot Commissioning and Startup	$6,900
Services: Remote Full Scale Pilot Op	4 man-days (CPM) • Performance and Data Analysis • Final pilot report preparation	$4,800
Shipping	Shipment from WY to TN	$6,000 (Estimate)
Services: On-site Trip 2 (Ultressa)	1 trip (1 site day + 1 travel day) • Loading equipment by Others • Pilot breakdown, packing	$4,000
Total	Freight is not included in this total. Freight will be charged to the Client based on the actual invoice.	$25,700

B. Pressurized Silicon Carbide CPM Pilot Hardware

- Columbia CPM Pilot: Pressurized Silicon Carbide UF Pilot System
- 1x Silicon Carbide Pressurized Ceramic Module 25m^2
- Remote Data Logger
    - Time, TMP, Temperature, Flowrate, Feed Pressure, Filtrate Pressure, Filtrate Turbidity
- Other items included in the Pilot Unit:
    - Feed tank, BW Supply/Filtrate tank, CIP tank with heater
    - Sampling valves for Feed and Filtrate
    - Automated Integrity Testing capability
    - Air-line connection for air hook-up
    - Chemical dosing points for chemical cleaning (i.e. NaOCl)
    - Coagulant Dosing Pump
    - Hypo Dosing Pump
    - Air compressor for integrity testing air supply

C. Services

- Onsite Trips
    - Pilot setup
    - Commissioning and startup of CPM Pilot System
- Remote Engineering Support
    - Technical discussions and operations review with Site and Engineer during pilot testing
    - Data analysis and summary for pilot report submittal
- Decommissioning
    - Equipment decommissioning and pack-up

- Field Engineering Support
    - Travel (flight and transportation), lodging and daily per diem
    - Commissioning and startup of pilot unit(s)
    - Plant operator training to support pilot operation

Ultressa has included on-site technical assistance during pre-commissioning and startup to ensure the equipment is installed and commissioned per Ultressa requirements.

Any additional trips that the customer may request will be billed at the standard Ultressa daily rates ($1,200/day) plus travel and living expenses, pending availability. Monthly pilot rental fee will be charged at $10,000 per month for the CPM pilot.

D. CLIENT (OWNER) Responsibility

The CLIENT is responsible for sample analysis for compounds in the project scope of interest but additionally also compounds specified by Ultressa for purposes of evaluating membrane and system performance. For the successful execution of the pilot, all analytical data and systems operations data will be shared between CLIENT and Ultressa, with updated data provided at minimum of biweekly.

In addition, the CLIENT will provide the following:

- Building space within the existing facility to locate the pilot equipment
- Chemical consumables – cleaning chemicals, coagulant, feed pH/alkalinity adjustment chemical, and CIP neutralization chemical (if needed). Ultressa can provide at additional cost.
- Power supply (220 V, Single Phase) and connected to the Ultressa pilot
- Provide connection to the same feed water as applied to the existing Pall membranes, to the Ultressa pilot skid
- Waste drain (sump) access for backwash waste, chemical cleaning waste, startup flush-to-drain
- Shipping to customer and back to Ultressa designated location (to be charged the Client based on actual freight invoices)
- Unloading and loading of Pilot Equipment for shipping
- Ancillary Equipment and Interconnecting Piping to Pilot Unit
- Installation and removal of Pilot Unit

Personnel Requirements

Ultressa will provide a field engineer operator to support installation, commissioning, and startup of the pilot study as outlined elsewhere in this document. Additional days for Ultressa field engineering support for follow-up visits and adjustments are also outlined elsewhere.

The CLIENT's personnel will be required for daily checkup of the pilot system and to refresh chemicals such as coagulant and membrane chemical cleaning.

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Maintenance and Return

It is expected that the CLIENT will provide daily routine preventative maintenance on the equipment, advise Ultressa of any looming major mechanical deficiencies as they arise, and that the equipment will be returned to Ultressa in the same working condition it was accepted onsite. At any time during the testing Ultressa will be able to access the site to assist and observe. All equipment should be cleaned and free of water, deposits, sludge, debris and other materials while on-site and prior to shipment. Ultressa may elect to assist the customer in the decommissioning of the equipment and assist the customer in breaking down the systems and preparing them for return – but this responsibility also lies with the customer. Any costs incurred by Ultressa associated with repairing damaged or misused equipment or additional cleaning of equipment and the subsequent disposal of waste will be passed on to the customer.

Insurance

While staying at CLIENT site, the CLIENT has to insure the rental property (reference: Pilot Datasheet) against the usual risks such as fire, theft and so on. The replacement value of the pilot plant is 200,000 USD.

Performance Guarantees

Unless otherwise specified or agreed upon in writing, Ultressa makes no claims of performance guarantee with the rental equipment. Ultressa is not liable for any fees, fines, or costs associated with discharge permit violations should they ever occur as a result of improper rental system operation or mechanical failure.

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6. Commercial Summary and Agreement

A. CPM Price

Description	Cost
SiC CPM Pilot Unit for three (3) month study	$10,000 (for 1-month)
Pressurized SiC CPM x1	Included
Round-trip Pilot Shipping	$6,000 (estimate; to be billed to Client at cost)
Onsite (2 trips) - **Commission and startup (5 days)** - **Decommissioning and pack-up (2 days)**	$10,900 - $6,900 - $4,000
Data analysis and Final Report (4 days)	$4,800
Total [Does not include freight]	$25,700

Optional Services	
- ***Onsite support from Ultressa***	$1,200 Daily Rate + Travel + Expense
- ***Additional Monthly Pilot Rental***	$10,000 per month

B. Schedule

The following estimated schedule is subject to review at time of rental based on equipment availability, shop schedule, and vendor delivery schedule.

Shipment Date	April 2026
Commissioning Start Date	October 2026
Pilot Study Start Date	October 2026
Pilot Study Completion Date	November 2026

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C. Payment Terms

Purchase order for the complete scope of supply, payable as follows:

50% or $12,850 with purchase order, due upon receipt of invoice
25% or $6,475 at time when unit arrives on job site, net 30 days
25% or $6,475 upon submittal of the pilot report to Client, net 30 days
Ultressa is not obligated to start work until a signed contract is received
All additional service and rental charges will be billed at the end of the month during which the activity occurred
Ultressa requires written 7-day notice prior to demobilization of our unit from the site. An e-mail notification would be acceptable
All payments will be made via wire transfer to an account nominated by Ultressa
Should the rental duration be cut short of the minimum term of 1 month for any reason, it is still expected that the costs identified for the minimum term will be covered.

D. Agreement Acceptance

Ultressa hopes that this proposal meets the project requirements. If any question, comments, or modifications are required, please let us know.

CLIENT (OWNER):
By:_____
Title:_____

Signature:_____

Date:_____

Ultressa LLC
By:_____
Title:_____

Signature:_____

Date:_____

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7. Lease and Service Terms and Conditions

- See attached

8. Supplemental Information

- Columbia Pilot Data Sheet
- Ultressa®CPM Product Data Sheet

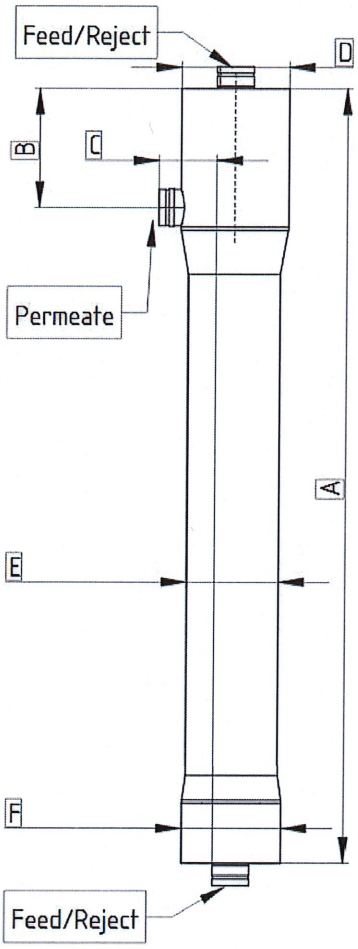
ULTRESSA®

900 Technology Park Drive, Suite 10
Billerica, MA 01821
www.ultressa.com

CPM Module Datasheet

Physical Dimensions

Membrane Module			Ultressa CPM Module	
Vessel Length	(+/- 4 mm)	A	1845 mm	72.64 in
Side Port Dimension	(+/- 4 mm)	B	270 mm	10.63 in
	(+/- 1 mm)	C	119.6 mm	4.71 in
Module Diameter	(+/- 4 mm)	D	245 mm	9.65 in
	(+/- 2 mm)	E	225 mm	8.86 in
	(+/- 3 mm)	F	245 mm	9.65 in
Grooved Fitting Feed/Reject (Qty 2)			DN-50	2 in
Grooved Fitting Permeate			DN-50	2 in



Specifications

Surface Area		25 m^2	269 ft^2
Nominal Channel Size		3.2 mm	0.126 in
Weight (+/- 5 kg)	Dry	78 kg	172 lbs.
	As Shipped	80 kg	176 lbs.
Module Hold Up Volume		32 L	8.5 gal
Vessel Material		Fiberglass	
		Ethylene-propylene rubber (EPDM) seal with fiberglass ports	
		Outlet end port, Thermoplastic end cap	
Membrane Material		SiC	
Membrane material Pore Size		40 nm	
Module Operating Position		Vertical	

Operating Parameters*

Continuous pH	2-12	
Max. Applied Pressure @ 77°F/ 25°C	7 bar	100 psi
Operating Temperature Range*	1-45°C	33-113°F
Coagulant Compatibility	Iron and Aluminum based coagulants	
Continuous Free Chlorine	<5ppm	
Free Oil and Grease	<5ppm	
Continuous Peroxide**	<5ppm	
Filtration Flux	85-425 $l/m^2/hr.$	50-250 GFD
Filtration Flow	2.1-10.6 $m^3/hr.$	9.2-46.8 GPM
Filtration Modes	Dead end inside/Out	
Backwash Flow	9 $m^3/hr.$	40 GPM

*Consult Ultressa to Determine Process Specific Parameters
**Contact Ultressa for Limitations

Cleaning Parameters and Compatibility**

Cleaning pH Range	1-13
Cleaning Temp Range	1-55°C
Hydrochloric Acid	$pH \geq 1$
Citric Acid	$pH \geq 1$
Sodium Hydroxide	$pH \leq 13$
Free Chlorine Cleaning	2000 ppm
Other chemicals	Consult Ultressa

**Contact Ultressa for limitations on use frequency for chemicals

Other Information

Certification type 1	ANSI / NSF 61
Certification type 2	ANSI / NSF 419



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Columbia Pilot Datasheet



Overview

Description
Ceramic Pressure Membrane Pilot

Dimensions
Foot Space Needed: W 60" x L 192" x H 130"
Skid: W 50" x L 110" x H 125"
Feed Tank: W 48" x L 48" x H 60"
BW Tank: D 36" x H 72"

Weight
Skid Dry; Without Crate: 1,500 lbs.

Maximum Temperature
Inlet feed: 49°C / 120°F
Main system: 60°C / 140°F

Maximum Pressure
Inlet feed: 3.45bar / 50psi
Main system: 4.13bar / 60psi

Wetted Materials
PVC, CPVC, HDPE, 316 SS, PP, NBR

Utilities

Power Requirements
2 standard 3-prong power plugs @ 120 V for:

- Compressor, 10 amps (device located within 10 ft of membrane skid)
- Turbidity meter, 1 amp (device located within 3 ft of membrane skid)

1x220V/1P/60Hz/60 Amp Power Cord:

- With neutral and optional ground, hardwired to membrane skid control panel for PLC, feed/backwash pumps/VFDs, CIP Heater, instruments and solenoid valves

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Site Water Connection Requirements

1. **Raw Feed Supply:**
    a. <50 gpm up to 20 psig which will operate in continuous flow with <10 gpm overflow
    b. Feed into 1.5" male camlock connection
    c. Overflow gravity drain capable of ~50 gpm: 1.5" male camlock connection
2. **Backwash and Feed Flush Waste Discharge:**
    a. Pressurized ~5 psig capable of ~50 gpm for backwash events: 2" male camlock
3. **Gravity Drain**
    a. Capable of ~20 gpm for infrequent system drain events: 2" male camlock connection
4. **Filtrate (Production) Overflow Gravity Drain**
    a. Capable of <40 gpm of filtrate flow: 1.5" male camlock connection
5. **Potable Water Supply for CIP**
    a. 10-20 psi pressure, garden hose connection

Chemical Supply Requirements

- Coagulant, Pretreatment (in order of preference, subject to change depending on site water quality restraints)
    - Alum, 48wt% solution
    - ACH
    - PACL
- Cleaning chemicals as required for project
    - typically 50 wt% Citric Acid and/or mineral acid (HCl, H2SO4)
    - 12.5 wt% Sodium Hypochlorite and/or 25-50 wt% Caustic

Compressed Air

- 80-100 psi, clean, oil free, dry air
- Compressor provided for DIT and pneumatic valves

Membranes

One (1) ceramic pressure membrane with an area of 25 m^2 (269 sqft).

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Capabilities and Features

- System installed on steel frame with locking caster for easy mobility
- Feed tote with a coagulant dosing point (coag pump is on membrane skid), an influent supply flow meter (< 50 gpm) and throttle valve, and a mixer pump inside the tote for coagulant mixing, as well as a level switch to protect the feed pump (on membrane skid)
- Membrane skid with Allen Bradley control panel with remote connection modem using Ultressa Fuzion system for data reporting (site to provide wireless internet), feed pump/ VFD, backwash pump/VFD, flow transmitter for production and backwash, pressure transmitters for TMP measurement (feed and filtrate), temperature transmitter, chemical pump (bleach) for automated CEB, automatic daily pressure decay system, automatic water heaters for CIP
- Backwash tank with level switch and overflow port for filtrate outlet under gravity
- Filtrate turbidity meter compliant with EPA requirements
- Compressor for DIT and operating pneumatic valves



ULTRESSA®

Ultressa Membrane Technology Lease and Service Terms and Conditions

1. Lease and Service Terms and Conditions

These Lease Terms and Conditions shall form an express part of the Ultressa Membrane Technology LLC ("ULTRESSA") Proposal to the Client. When accepted by Client and properly executed by authorized representatives of both parties, the Proposal, taken together with these Terms and Conditions, shall form a binding Lease Agreement by and between the parties. Terms and conditions contained in any purchase order or other instrument issued by Client for the subject project shall be null and void and of no force or effect.

1.0 LEASE TERM

1.1 The minimum term of the Lease shall be as defined in the Proposal. For purposes of determining Equipment lease charges the lease term shall commence upon the date of delivery of the Equipment to the project site or ten (10) business days after written notification of Equipment availability for delivery is issued to the Client, whichever occurs first. The lease term shall terminate on the date the Equipment is returned to ULTRESSA's facility.

2.0 PAYMENTS BY CLIENT

2.1 Lease payments are calculated and invoiced on a calendar month basis. Partial months are prorated. The Client shall prepay one full month's lease payment when the Lease Agreement is executed. ULTRESSA may also require advance partial payment for ancillary equipment and materials purchased through ULTRESSA. Subsequent months' payments are payable Net thirty (30) days from the date of invoice receipt. ULTRESSA shall not be obligated to start work until a fully executed Lease Agreement and the specified deposit are received.

2.2 Client will be invoiced for support services associated with the mobilization, installation, and start-up of the Equipment; periodic operations and maintenance services; non-warranty repair services; and demobilization services as described in the Proposal. Support services shall be invoiced monthly in accordance with ULTRESSA's Labor Rates and Reimbursable Schedule and payments shall be due Net 30 days.

2.3 If Client has any objections or disputes regarding an invoice, Client agrees to notify ULTRESSA in writing within ten (10) business days of receiving such invoice. Both parties agree to work in good faith to resolve any invoice disputes. If any such dispute cannot be resolved within sixty (60) days, either party may take action under Article 19.0, Dispute Resolution.

2.4 If undisputed invoices remain outstanding beyond the payment terms specified above, ULTRESSA may stop work until all past due invoices are paid in full or declare Client in default of this Lease and take action in accordance with Article 8.0, Termination for Default.

3.0 SHIPPING AND INSTALLATION

3.1 This Lease is F.O.B. ULTRESSA's shipping point. Unless otherwise agreed to in writing, all shipping and handling charges, fees, duties, transit insurance, and sales tax shall be prepaid by ULTRESSA and added to Client's invoice. Shipping and installation costs are not included in the prices quoted by ULTRESSA unless specifically listed. Shipping dates provided by ULTRESSA are approximate only.

3.2 ULTRESSA shall provide Client with minimum site requirements for Equipment installation. Client shall be responsible for preparation of the site prior to receipt of the Equipment. Unless otherwise stated in the Proposal, Client shall provide all labor, equipment and materials to unload the Equipment, set it into place, and install, anchor, and connect it, as required.

4.0 EQUIPMENT OPERATIONS, MAINTENANCE AND REPAIRS

4.1 Client shall assume all obligation and liability with respect to the possession of the Equipment, and for its use, operation, maintenance and storage during the lease term. Client warrants that it will employ or engage individuals with an appropriate level of skill and expertise to operate the leased Equipment and provide adequate security to avoid tampering, vandalism or misuse of the Equipment.

4.2 Client shall be provided an operating manual setting forth the operation and minimum maintenance requirements for the Equipment. Client, at its own cost and expense, shall operate and maintain the Equipment in good repair, condition and working order, in accordance with the procedures set forth in the operating manual. Client agrees to reimburse ULTRESSA for all damage to the Equipment arising from any vandalism, misuse, or operation of the Equipment in any manner that is inconsistent with ULTRESSA's operating manual, or arising from the negligent acts, errors, or omissions of Client, its employees or agents.

4.3 Unless otherwise stated in the Proposal, Client will be responsible for all Equipment operating expenses, including but not limited to electricity, chemicals, discharge and permitting fees, routine operations and maintenance labor and supplies, laboratory charges, telephone line expenses, and all other charges in connection with operation of the Equipment.

4.4 Client shall keep maintenance logs evidencing the maintenance performed and authenticating same by means of signatures of the persons charged with the responsibility thereof. When requested by ULTRESSA, Client shall supply copies of the maintenance logs. Client shall not remove, alter, disfigure or conceal any numbering, lettering or insignia displayed on the Equipment.

4.5 Client shall not operate the Equipment in violation of any applicable federal, state, or local statute, ordinance, rule, permit to operate, or regulation and shall indemnify and hold ULTRESSA harmless for any liabilities, fines, or penalties for violation thereof, unless such liabilities, fines, or penalties are caused by the negligence of ULTRESSA.

4.6 All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment shall constitute accessions and will become part of the Equipment and will be owned by ULTRESSA. Client shall document any substitutions or replacements of major system components, parts or materials and provide copies of such documentation to ULTRESSA.

4.7 Client shall not move or relocate the Equipment to any other location, either on-site or off-site, without the advanced written approval of ULTRESSA.

5.0 ULTRESSA'S RIGHT OF INSPECTION AND REPAIR

5.1 ULTRESSA, at its discretion during Client's regular business hours and with twenty-four (24) hours prior notice to Client, shall have the right to enter, for the purpose of inspection, the premises where the Equipment is located or used. If, in the sole opinion of ULTRESSA, the Equipment covered by this Lease is not being properly maintained or is in disrepair, ULTRESSA shall have the right, but not the obligation, to have it repaired or maintained at the expense of Client.

6.0 RETURN OF EQUIPMENT UPON LEASE EXPIRATION

6.1 Upon the expiration of this Lease, Client will return to ULTRESSA, at Client's expense, the Equipment, together with all accessories, free from damage and in the same condition and appearance as when received by Client, allowing for ordinary wear and tear. ULTRESSA shall be consulted on proper procedures for decommissioning, removing, and transporting the Equipment.

6.2 ULTRESSA shall inspect the returned Equipment and provide written notice to the Client within fifteen (15) business days after receipt of returned Equipment if ULTRESSA determines that Equipment repairs are necessary. After allowing for ordinary wear and tear, any costs incurred by ULTRESSA to return the Equipment to its proper operating condition shall be invoiced to Client within thirty (30) days of receiving the Equipment from the Client. ULTRESSA and Client agree that the Equipment referred to herein shall be presumed to be in acceptable returned condition should ULTRESSA fail to provide written notice to Client as described above.

7.0 TERMINATION FOR CONVENIENCE; TERMINATION FEES

7.1 Subsequent to the effective date of this Lease and during the lease term, the Client may terminate the Lease for convenience subject to all of the following conditions:

a) Any past due outstanding invoices shall be paid in full at the time written notice of termination is provided to ULTRESSA;

b) ULTRESSA shall recalculate the total lease fees that should have been paid based on the actual term of the lease and ULTRESSA's standard lease rate applicable thereto. Client will be invoiced for and agrees to pay any difference between the lease rate actually applied and the rate that should have been applied for the shorter term.

c) The Equipment is returned to ULTRESSA, at Client's expense, in good condition, excepting normal wear and tear within a time frame mutually agreed to with ULTRESSA. ULTRESSA shall be consulted on proper procedures for decommissioning, removing, and transporting the Equipment.

d) An invoice for reasonable termination expenses incurred by ULTRESSA, such as equipment offloading charges and equipment repair costs, excepting reasonable wear and tear, shall be submitted to the Lessee within thirty (30) days of receiving the returned Equipment. Client shall pay the termination expenses in full within thirty (30) days.

7.2 The Lease terms and conditions shall remain in full force and effect until all of the conditions described in Article 7.1 are satisfied and written acceptance of the Lease termination is issued by ULTRESSA.

8.0 TERMINATION; DEFAULT

8.1 If the Client makes, or attempts to make, an assignment of the Equipment for the benefit of creditors; if the Client fails to make payments to ULTRESSA in accordance with the terms hereof; if the Client fails to maintain insurance policies required by this Lease; if bankruptcy proceedings are initiated, voluntarily or involuntarily, for or against the Client; if Client moves the Equipment from its originally installed location; or if the Client fails to perform or observe any other terms and conditions of this Lease, ULTRESSA, at its option, may declare the Client in default of this Lease.

8.2 If ULTRESSA fails to supply Equipment or support services in accordance with the terms of this Lease, Client, at its option, may declare ULTRESSA in default of this Lease.

8.3 Written notice shall be issued to any party declared to be in default. The defaulting party shall have a minimum of five (5) business days from the date of notice to cure any condition of default. The extension of a cure period beyond five (5) business days is at the sole option of the non-defaulting party. If said default is cured to the satisfaction of the non-defaulting party within the cure period, the Lease will be restored.

8.4 If the condition causing a default by Client is not cured to ULTRESSA's satisfaction within the cure period, ULTRESSA may declare the entire remaining amount of the Lease immediately due and payable; take possession of the Equipment without demand or notice, or without a court order or other process of law; terminate this Agreement; and pursue any other remedy at law or in equity. Notwithstanding any repossession, or any other action that ULTRESSA may take, Client shall remain liable for all fees under the term of the Lease.

8.5 If the condition causing a default by ULTRESSA is not cured to the Client's satisfaction within the cure period, the Client may terminate the remaining term of the lease and no fees shall be due ULTRESSA from the date of written notice of default. Client shall also have the right to obtain comparable Equipment and support services to complete the work under the Lease Agreement at a reasonable cost and obtain reimbursement from ULTRESSA for all charges in excess of the fees originally agreed to between Client and ULTRESSA, or to pursue any other remedy in law or in equity.

9.0 WARRANTIES

9.1 ULTRESSA warrants the Equipment against defective materials and workmanship, under normal and proper use, for the duration of the Lease, provided the initial start-up of the Equipment is supervised by ULTRESSA, and the routine operation, maintenance, and storage of the Equipment is conducted by the Client in conformance with the Equipment operations manual. ULTRESSA's liability under this warranty is limited to repairing or, at ULTRESSA's sole option, replacing the Equipment that meets the defective materials or workmanship criteria. No allowance shall be granted for repairs or alterations made to the Equipment by Client without ULTRESSA's consent.

9.2 If maintenance and repair of the Equipment is required as a result of Client's failure to comply with the Equipment operating manual, failure to perform the minimum periodic maintenance prescribed by ULTRESSA, or due to Client's misuse of the equipment or other non-warranty cause, Client agrees to pay for such maintenance service, parts, travel and subsistence charges in accordance with ULTRESSA's Labor Rates and Reimbursables Schedule. This warranty shall be void as to any Equipment damaged or rendered unusable by the willful misconduct, negligence and/or tampering by Client, its employees, or agents.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER LIABILITIES OF ULTRESSA, INCLUDING DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES OR PENALTIES, EXPRESS OR IMPLIED, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, AND OTHER TORT.

10.0 RISK OF LOSS; INSURANCE

10.1 All risk and liability for the loss of or damage to the Equipment, for the death or injury to any person or property, and for all other risks and liabilities arising from the use, condition, possession, or storage of the Equipment shall pass to Client upon placement of the Equipment for shipment at ULTRESSA's facility. Risk of loss for the Equipment shall pass back to ULTRESSA when the Equipment is received at ULTRESSA's facility.

10.2 During the Lease term, Client agrees, at its own expense, to maintain commercial general liability and property insurance issued by companies satisfactory to ULTRESSA and naming the ULTRESSA as additional insured. The policy will be for primary coverage and will have limits of no less than $1,000,000 each occurrence and aggregate (bodily injury), and $1,000,000 each occurrence and aggregate (property damage). Such insurance shall be evidenced by providing appropriate Certificates of Insurance to ULTRESSA.

10.3 If the Equipment is lost, stolen, destroyed, or damaged beyond repair, Client shall pay ULTRESSA in cash the fair market value of the Equipment at the time of lease initiation, minus any net proceeds of insurance for the Equipment received by ULTRESSA. On payment, this Lease will terminate and Client will become entitled to the Equipment on an "as is" basis, without warranty, express or implied, for any matter whatsoever.

10.4 During the Lease term ULTRESSA agrees, at its own expense, to maintain commercial general liability insurance (limits of no less than $1,000,000 each occurrence and aggregate for both bodily injury and property damage) and worker's compensation and employer's liability insurance in accordance with statutory requirements.

11.0 INDEMNIFICATION

11.1 ULTRESSA shall indemnify and hold harmless Client and its employees, officers, directors, and agents from and against claims, liability, losses, liens, penalties, costs, or damages, including reasonable attorney's fees, to the extent arising out of the negligent acts, errors, or omissions of ULTRESSA, its officers, agents, or employees, under this Lease.

11.2 Client shall indemnify and hold harmless ULTRESSA and its employees, officers, directors, and agents from and against claims, liability, losses, liens, penalties, costs, or damages, including reasonable attorney's fees, to the extent arising out of the negligent acts, errors, or omissions of the Client, its officers, agents, or employees, under this Lease.

12.0 PATENT INFRINGEMENT

12.1 ULTRESSA shall indemnify and hold harmless Client and its employees, officers, directors, agents, and customer from and against any claim, suit, or proceeding brought against Client or its customer and any liability there from based on a claim that the Equipment furnished by ULTRESSA under this

Agreement constitutes an infringement of any United States patent issued prior to the date this Agreement is executed. ULTRESSA shall provide such indemnity and shall defend, at its sole expense, any such claim, suit, or proceeding if notified promptly in writing of, and given all necessary authority, information, cooperation and assistance for, the defense of such claim, suit, or proceeding. ULTRESSA shall have the exclusive right to control such defense. If the Equipment in any suit or proceeding is held to constitute an infringement of any such patent and the provision thereof be enjoined, ULTRESSA shall, at its sole discretion and expense, either:

a) procure the right to continue provision or use of the Equipment, b) replace the Equipment with non-infringing Equipment,

c) modify the Equipment such that it becomes non-infringing, or

d) take such other action as necessary to allow Client to complete the contracted scope of work without violating the injunction.

12.2 Notwithstanding any other provision in this Agreement, Client agrees to indemnify ULTRESSA and its employees, officers, directors, and agents against all judgments, decrees, attorney fees and costs resulting from infringement of any United States patents issued prior to the date this agreement is executed, to the extent that such infringement arises from designs, specifications, or equipment furnished or expressly required by Client hereunder.

13.0 FEES AND TAXES

13.1 During the term of this Lease, the Client shall pay any applicable sales and use taxes related to use of the Equipment. Client will also be liable for any fees for licenses, registrations, permits, and other certificates that may be required for the lawful operation of the Equipment. All quoted prices exclude applicable fees and taxes unless otherwise noted.

14.0 LIENS

14.1 Client shall not pledge, encumber, create a security interest in, or permit any lien to become effective on the leased Equipment. If any of these events takes place, Client will be deemed to be in default of the Lease, at the option of ULTRESSA. Client shall promptly notify ULTRESSA of any liens or other encumbrances of which Client has knowledge. Client shall promptly pay or satisfy any obligation from which any lien or encumbrance arises, and will otherwise keep the Equipment and all title and interest free of any liens and encumbrances. Client shall deliver to ULTRESSA appropriate satisfactions, waivers, or evidence of payment when so requested.

15.0 ASSIGNMENT

15.1 Client shall not assign this Lease or any part of the Equipment described in it, assign any interest in the Lease or Equipment, or sublet any of the leased Equipment without the expressed written consent of ULTRESSA.

16.0 FORCE MAJEURE

16.1 Neither ULTRESSA nor Client shall be liable for any delay or failure in its performance of any of the acts required by this Lease, and a delay shall not be deemed to have occurred, if such delay or failure arises due to causes beyond the control and without the fault or negligence of such party, provided that

such party promptly notifies the other party in writing of such delay or failure. Such causes include, but are not limited to, acts of God, acts of public enemies, labor disputes, strikes or riots, fire, flood, or other natural causes, or acts of state, local, or federal government.

17.0 NOTICES

17.1 All notices required or permitted under this Lease shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the appropriate party, or if sent via email, when receipt is acknowledged by recipient in writing by return email.

18.0 GOVERNING LAW

18.1 This Lease shall be construed in accordance with the laws of the State of Nebraska.

19.0 DISPUTE RESOLUTION

19.1 ULTRESSA and Client agree to make a good faith effort to mutually resolve any disputes as quickly as practical without litigation. Such efforts shall include, but not be limited to a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. ULTRESSA and Client agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution. Pending the outcome of any dispute resolution, both parties shall take reasonable and appropriate steps to mitigate any damages.

19.2 Notwithstanding the above, ULTRESSA and Client each reserves the right to pursue any and all remedies at law and / or in equity should such efforts at dispute resolution fail. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined by arbitration before a single arbitrator administered by JAMS, in accordance with JAMS' streamlined arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. If Client files, the arbitration shall be conducted in English in Boston Massachusetts. If ULTRESSA files, the arbitration shall be conducted in English in Nebraska with the location as close to the pilot site as possible.

19.3 In the event either party hereto shall bring any action or proceeding for damages or to enforce, protect or establish any right or remedy arising hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees, in addition to any other relief to which the prevailing party may be entitled.

20.0 INDEPENDENT CONTRACTOR

20.1 This Lease is made with ULTRESSA acting as an independent contractor and it shall not constitute, create, or be interpreted as a joint venture, partnership, agency, or formal business organization of any kind with Client. ULTRESSA shall not make any representation, express or implied, that ULTRESSA is an agent or legal representative of Client, nor will ULTRESSA assume or incur liability or obligations of any kind of any third party in the name or on behalf of Client without the prior written approval of Client.

21.0 CONFIDENTIALITY

21.1 ULTRESSA has expended considerable resources and funds to develop, manufacture, and market the Equipment and has filed patent applications for the particular technology and process. ULTRESSA

desires to maintain the confidentiality of certain trade secrets and proprietary information relative to the Equipment provided hereto. As a material inducement for ULTRESSA entering into this Lease, Client agrees to take every precaution, to the extent practical, to keep in confidence all confidential proprietary information which it may gain access to in the course of leasing and/or operating the subject Equipment and to refrain from divulging, communicating, or using same to the detriment of ULTRESSA. Such obligation shall not apply with respect to information that is publicly known or later made public through no wrongful act of Client, or is required to be disclosed by operation of law. Client is hereby notified that, confidential proprietary information is defined as operation manuals, blueprints, drawings, plans, proprietary software, programming and operating parameters, and manufacturer's names of specific components used in the production of said Equipment.

21.2 ULTRESSA shall similarly hold as confidential, the terms of this Lease and information about the Client's project site, business or plant operations, site conditions, regulatory compliance status, and any other information that Client identifies as confidential. Such obligation shall not apply with respect to information that is publicly known or later made public through no wrongful act of ULTRESSA, or is required to be disclosed by operation of law.

21.3 Client grants to ULTRESSA the right to use pertinent site-specific Equipment performance information in ULTRESSA technical papers, presentations or other forms of communication so long as the Client is not specifically identified by name or by such specific inference that the identity of the Client's site or project can be reasonably ascertained by third parties.

22.0 SEVERABILITY

22.1 If any provision of this Lease Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Lease, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

23.0 WAIVER OF TERMS AND CONDITIONS

23.1 The failure of either party in one or more instances to enforce one or more of the terms and conditions of this Lease or to exercise any right or privilege in this Lease, or the waiver by either party of any breach of the terms and conditions of this Lease shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in full force and effect.

24.0 ENTIRE AGREEMENT; PRECEDENCE AND MODIFICATIONS

24.1 These Lease Terms and Conditions, ULTRESSA's Proposal, including other attachments thereto, and any other documents that are incorporated by specific reference in the Proposal shall constitute the entire Lease Agreement between the parties and supersedes any prior agreements, whether written or oral, between the parties respecting this subject matter. No terms, conditions, representations, or warranties other than those specifically set forth in this Lease Agreement shall be binding on the parties.

24.2 Client stipulates that the terms and conditions attached to or incorporated in any Client purchase order(s) issued for the Equipment and services provided under this Lease Agreement shall in no way be binding upon ULTRESSA. Client further stipulates that ULTRESSA's performance under this Lease does

not constitute acceptance, tacit or otherwise, of any such purchase order terms and conditions whether or not ULTRESSA signs such purchase orders.

24.3 If there are any conflicts between the Lease Agreement documents, the following precedence shall apply: ULTRESSA's Proposal, followed sequentially by these Lease Terms and Conditions, other attachments to the Proposal, and documents incorporated into the Lease Agreement by specific reference.

24.4 This Lease Agreement may be modified or amended only upon the express written consent of authorized representatives of both ULTRESSA and Client.

PUBLIC WORKS DEPARTMENT

AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Porter Massengill, Director of Public Works and Utilities

DATE: October 13, 2026

SUBJECT: Purifics Ceramic Membrane Pilot Study at Water Plant

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BACKGROUND:

The Utility Department has received a quote from Bar Environmental for a pilot study of Purifics ceramic (silicon carbide) membranes at the Jefferson City Water Plant. With the problems with the production falloff with the current polymeric membranes at the water plant, it is prudent to look at alternative technologies to maintain potable water production levels.

FISCAL IMPACT:

The verbal quote is for $35,000.000 plus freight ($5,000.00) for a total of $40,000.00. There will be some miscellaneous costs associated with electrical (power supply) and plumbing influent and effluent lines to the pilot unit.

REQUEST/RECOMMENDATION:

I respectfully request Council consider and approve $43,000.00 to cover costs associated with this project.

ATTACHMENTS:

Email from Bar Environmental

Porter Massengill

From: Davin Dyal <davin@barenviro.com>
Sent: Friday, October 9, 2026 3:41 PM
To: Porter Massengill
Cc: Cody Sorensen; Bobby Clemmer
Subject: RE: pilot study info

*****CAUTION*****
THIS EMAIL WAS GENERATED FROM OUTSIDE OF THE CITY OF JEFFERSON CITY. DO NOT CLICK LINKS OR OPEN ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE!

Mr. Porter,

Great talking with you this week.

As mentioned, we are working on firming up the verbal budgetary pricing of $35,000 per month to be sure that includes freight, etc. We will also get you over a list of all requirements needed on site to get up and running.

Hoping to have you over everything you'll need by next week ahead of your board meeting on the 20th

Thank you again sir, have a great weekend

Davin Dyal
East Tennessee Sales Representative
M 615-415-0531
davin@barenviro.com
www.BAR-Enviro.com
BAR ENVIRONMENTAL, INC.
A Ricky Bobby Company

From: Porter Massengill <pmassengill@jeffersoncitytn.gov>
Sent: Wednesday, October 7, 2026 9:35 AM
To: Cody Sorensen <CSorensen@bar-enviro.com>
Cc: Porter Massengill <pmassengill@jeffersoncitytn.gov>; Chris Smith <csmith@jeffersoncitytn.gov>; Brian Rodgers <brodgers@jeffersoncitytn.gov>
Subject: pilot study info

----- THIS MESSAGE WAS SENT FROM AN EXTERNAL SOURCE -----

OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager
Porter Massengill, Public Works Director
Brian Rodgers, Utilities Superintendent

DATE: October 16, 2026

SUBJECT: Request for a Temporary Moratorium on High-Water Demand Developments

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BACKGROUND:

- Per advisement from Jefferson City Utilities, we are recommending a temporary moratorium on current construction and future developments with projected high-water demand until water and sewer capacity can be assessed to support those developments.
- Since February, the Water Treatment Plant has worked diligently with Veolia to find ways to mitigate water production loss with the current membrane technology. Despite best efforts, we are only producing 4.7 million gallons per day.
- With this current limitation, we feel this necessitates a review of current projects individually to assess whether we have the capacity for these projects to move forward.

FISCAL IMPACT:

- This will affect not just Jefferson City developments but those within the New Market and Shady Grove Utility Districts.

REQUEST/RECOMMENDATION:

- There are legalities involved with issuing a moratorium, and every source we've researched recommends legal review by the City Attorney before moving forward. We recommend City Attorney review and guidance on this subject matter.

ATTACHMENTS:

None.

OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: James A. Gallup, City Manager

DATE: October 13, 2026

SUBJECT: Amend P.A.R.A.D.E. Committee Membership

BACKGROUND:

Resolution 2023-15 was adopted in August of 2023 to create the Jefferson City Parks and Recreation and Downtown Events Committee. The membership was established with 6 City residents and 1 councilmember.
The Council has not been able to nominate any new committee members for the last six months.

FISCAL IMPACT:

There is no fiscal impact to the City.

REQUEST/RECOMMENDATION:

I am requesting that Resolution 2023-15 be amended to include residents who own property within the City of Jefferson City as eligible to serve on the Committee.

ATTACHMENTS:

None

JEFFERSON CITY, TENNESSEE

Resolution 2026 - XX

A RESOLUTION AMENDING THE MEMBERSHIP ELIGIBILITY OF THE JEFFERSON CITY PARKS AND RECREATION AND DOWNTOWN EVENTS (P.A.R.A.D.E.) COMMITTEE

WHEREAS, the City Council has been well pleased with the established P.A.R.A.D.E. Committee and the recommendations that have been received from the Committee members; and

WHEREAS, the Committee has been instrumental in making recommendations regarding planning, organizing, and developing recreational programs, projects, and downtown events; and

WHEREAS, the City Council has not been able to recruit volunteers who live within the City limits to serve on the Committee; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City Jefferson City that Resolution 2023-15 shall be amended in paragraph 2 to state:

> Each member of the committee must be a resident *or property owner* of the City of Jefferson City and shall serve a term of two years. The Council may review and consider the reappointment of each member at the expiration of each two-year term or extend a member's term an additional year in order to stagger out committee appointments. However, the City Council retains the right to remove a committee member at any time.

ADOPTED this day of , 2026.

APPROVED:

_____
Mitch Cain, Mayor

Attest: _____
Bettina Chandler, City Recorder

OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: October 16, 2026

SUBJECT: Request to enter an Adopt-A-Park Agreement for the Wildlife Viewing Area

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BACKGROUND:

- The Mossy Creek Foundation has approached the city regarding a partnership to collaborate and help maintain the Wildlife Viewing Area next to the city's sewer plant through its subsidiary, the Mossy Creek Outdoor Collective.
- The Outdoor Collective has developed multiple volunteer opportunities to clean up Mossy Creek and has partnered with the city in the past for Beautification Week.
- The Outdoor Collective's efforts produced the community's first Creek Fest to the benefit of the city, downtown businesses, residents and guests.
- This initiative would help highlight the Wildlife Viewing Area as a destination for residents and guests to enjoy and provides a sustainable approach to maintaining the area.
- This also helps supplement the interlocal agreement with Jefferson County and their efforts to help develop and improve the site for tourism.

FISCAL IMPACT:

- Nothing in this agreement automatically obligates the city financially.
- This agreement does save the city time and money on area maintenance.

REQUEST/RECOMMENDATION:

- Staff recommends approval of this agreement in continued partnership with the Mossy Creek Foundation

ATTACHMENTS:

- Draft Adopt-A-Park Agreement for the Wildlife Viewing Area

ADOPT-A-PARK AGREEMENT

Jefferson City Wildlife Viewing Area

This Adopt-a-Wildlife-Viewing-Area Agreement ("Agreement") is entered into as of DD, MMM, 2026 ("Effective Date") by and between the City of Jefferson City, Tennessee ("City"), and the Mossy Creek Foundation, doing business as or acting through the Mossy Creek Outdoor Collective ("Collective"). The City and Collective may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this Agreement is to establish a cooperative volunteer stewardship arrangement for the Mossy Creek Wildlife Viewing Area ("Viewing Area") that:

a. Maintains a clean, welcoming, and safe setting for wildlife observation and passive outdoor recreation;

b. Protects wildlife habitat and natural resources;

c. Encourages community participation in conservation and responsible outdoor recreation; and

d. Supplements, but does not replace, the City's management and maintenance responsibilities.

For purposes of this Agreement, "adoption" means participation in the approved stewardship activities described below. It does not transfer ownership, create a lease, or grant exclusive possession or management authority.

2. Property and Scope

The Viewing Area is located at 936 W. Cherokee Drive, Jefferson City, Tennessee. The precise boundaries and areas covered by this Agreement shall be shown on the map attached as **Exhibit A**. Unless **Exhibit A** expressly provides otherwise, the adopted area includes City-authorized portions of the walking trails, wildlife viewing blinds, visitor access areas, and associated grounds within those boundaries.

This Agreement does not authorize work on adjoining private property or property controlled by another governmental entity. The City shall identify any access restrictions or third-party approvals applicable to proposed activities.

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3. Term and Renewal

This Agreement shall remain in effect for three years beginning on the Effective Date, unless terminated earlier under Section 15.

The Parties shall review the arrangement annually. Renewal shall require a written agreement signed by authorized representatives of both Parties. There is no automatic renewal.

4. Collective Responsibilities

Subject to the City's direction and the approved annual work plan, the Collective shall:

a. Organize at least four volunteer stewardship events each calendar year, unless the Parties approve a different schedule in writing;

b. Remove ordinary litter and place collected material at a disposal location approved by the City;

c. Perform light trail and visitor-area maintenance approved by the City, including hand removal of minor debris and limited vegetation trimming;

d. Observe the condition of trails, viewing blinds, signs, and visitor areas and report damage, unsafe conditions, dumping, vandalism, or other concerns to the City;

e. Undertake native planting, invasive-plant control, habitat enhancement, or interpretive projects only after receiving the City's written approval;

f. Encourage volunteers and visitors to avoid disturbing wildlife, nests, vegetation, and sensitive habitat;

g. Provide appropriate volunteer supervision and comply with the safety requirements in this Agreement; and

h. Maintain a record of volunteer dates, activities, hours, participation, and reported concerns, and submit a brief annual summary to the City.

The Collective is not required to conduct continuous inspections, provide security, enforce park rules, or guarantee that the Viewing Area is free of hazards. Reporting concerns does not authorize the Collective to undertake repairs outside the approved scope.

5. City Responsibilities

The City shall:

a. Retain ownership or its existing property interest, management authority, and control over public use of the Viewing Area;

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b. Designate a staff representative to coordinate with the Collective;

c. Review proposed work plans and identify approved activities, work boundaries, and applicable restrictions;

d. Remain responsible for determining and arranging major maintenance, structural repairs, tree-hazard response, and other work beyond the approved volunteer scope;

e. Arrange disposal of properly collected ordinary litter at agreed locations;

f. Communicate known site restrictions and relevant safety concerns to the Collective's designated representative; and

g. Determine whether City tools, materials, staff assistance, or other support can be provided, subject to availability, budget, and applicable approval requirements.

Nothing in this Agreement requires the City to make an unappropriated expenditure or to undertake a capital improvement.

6. Annual Work Plan and Approval of Projects

Before beginning work, the Collective shall submit a proposed work plan identifying:

- Planned activities and approximate dates;
- Work locations;
- Tools, materials, and equipment;
- Volunteer supervision arrangements;
- Proposed habitat or educational projects; and
- Any requested City assistance.

The City's designated representative shall approve the work plan in writing before implementation. Email approval is sufficient for routine activities within that representative's authority.

Material changes to approved activities require additional written approval. Projects involving construction, excavation, structural changes, utilities, or expenditures requiring higher-level City approval shall not proceed until all required approvals are obtained.

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7. Restricted Activities

Without prior written City authorization and any required permits, the Collective shall not:

a. Construct, alter, or remove trails, viewing blinds, boardwalks, fences, signs, or other permanent improvements;

b. Cut down trees, remove substantial limbs, or operate chainsaws, heavy equipment, or motorized vegetation-clearing equipment;

c. Apply herbicides, pesticides, fertilizers, or other chemicals;

d. Excavate, grade, disturb streambanks or wetlands, or perform work in waterways;

e. Capture, handle, feed, relocate, or otherwise interfere with wildlife;

f. Install cameras, lighting, utilities, or surveillance equipment;

g. Close the Viewing Area, restrict public access, or reserve areas for exclusive use;

h. Conduct commercial activities, charge admission, or hold special events requiring separate City authorization; or

i. Make commitments, enter contracts, or incur expenses on behalf of the City.

Volunteer activities shall stop when hazardous conditions, unsafe weather, or City instructions make continued work inappropriate.

8. Volunteer Coordination and Safety

The Collective shall designate a responsible adult coordinator for each volunteer activity.

Before work begins, the coordinator shall explain the approved tasks, site-specific risks, emergency procedures, and required protective equipment. Volunteers shall perform only tasks appropriate to their age, training, and ability.

Minors may participate only with appropriate parent or guardian permission and adult supervision consistent with City-approved requirements.

Volunteers shall not handle needles, suspected hazardous substances, unidentified chemical containers, or other dangerous materials. Such items shall be left undisturbed and promptly reported to the City. Emergencies shall be reported to 911 first.

The Collective shall promptly notify the City of injuries, property damage, significant hazards, or other serious incidents connected with its activities and provide a written incident report within two business days when reasonably practicable.

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9. Expenses, Materials, and Improvements

Each Party shall bear its own expenses unless a separate written authorization states otherwise.

The Collective shall not purchase goods or services in the City's name or represent that reimbursement is available without prior written approval.

Materials installed as permanent improvements on City property shall become City property upon installation and acceptance unless a separate written agreement provides otherwise. The City may decline, relocate, modify, or remove proposed or installed improvements as necessary for site management, subject to applicable law and any separate written agreement.

Portable equipment owned by the Collective shall remain its property unless donated and accepted in writing.

10. Public Access, Conservation, and Events

The Viewing Area shall remain available for public use in accordance with City rules, operating hours, and temporary closures.

The Collective shall conduct activities in a manner that minimizes interference with visitors and protects wildlife habitat. The City may limit work locations, timing, methods, or group size to protect sensitive areas or address operational concerns.

Public programs, organized tours, fundraising activities, or special events are not automatically authorized by this Agreement. Such activities require any separate approvals ordinarily required by the City.

11. Recognition and Public Communications

The City may authorize a sign recognizing the Collective's adoption of the Viewing Area. The sign's wording, design, location, installation, and maintenance shall require City approval.

Recognition does not confer naming rights, exclusive sponsorship rights, or authority to speak on behalf of the City.

Neither Party may use the other Party's logo or imply endorsement of unrelated activities without prior written permission.

12. Insurance, Indemnification, and Hold Harmless

12.1 Insurance Requirements

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Before volunteer activities begin, the City's designated risk-management representative shall establish written insurance requirements appropriate to the activities authorized under this Agreement. Those requirements shall be recorded in **Exhibit C**.

The Collective shall maintain all required coverage during its activities under this Agreement and provide evidence of coverage before work begins and upon renewal. If required by **Exhibit C**, the Collective shall provide an endorsement naming the City as an additional insured with respect to the Collective's activities under this Agreement.

Insurance requirements do not limit the Collective's indemnification obligations under this Section.

12.2 Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, the Collective shall indemnify and hold harmless the City of Jefferson City, Tennessee, and its elected and appointed officials, officers, employees, and agents acting in their official capacities ("Indemnified Parties"), from and against third-party claims, demands, actions, damages, judgments, settlements, liabilities, and reasonable costs and expenses, including reasonable attorneys' fees, arising out of or relating to volunteer activities organized, sponsored, directed, or supervised by the Collective under this Agreement, but only to the extent caused by:

a. A negligent act or omission, reckless conduct, or intentional misconduct of the Collective or its officers, employees, agents, contractors, or participating volunteers in connection with those activities;

b. The Collective's failure to properly organize, supervise, or conduct those activities; or

c. The Collective's breach of this Agreement or violation of applicable law in conducting those activities.

Covered claims include claims for bodily injury, personal injury, illness, death, or damage to property, including claims brought by participating volunteers or other persons.

The Collective's obligations apply whether the covered conduct occurs during preparation for, performance of, or cleanup following an authorized volunteer activity.

12.3 Exclusions and Allocation of Responsibility

The Collective shall not be required to indemnify or hold harmless an Indemnified Party to the extent a claim, loss, or expense is attributable to that Indemnified Party's negligence, gross negligence, reckless conduct, or intentional misconduct.

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If both the Collective or persons for whom it is responsible and an Indemnified Party contribute to a claim, the Collective's indemnification obligation shall apply only to the portion attributable to the Collective or persons for whom it is responsible.

This Section does not transfer to the Collective responsibility for City maintenance or management duties solely because a volunteer activity occurs at the Viewing Area.

12.4 Notice, Defense, and Settlement of Claims

The City shall promptly notify the Collective in writing of any claim for which indemnification is sought and provide reasonably available information concerning the claim. Failure to provide prompt notice shall reduce the Collective's obligations only to the extent the delay materially prejudices its ability to respond.

For a claim based solely on conduct covered by Section 12.2, the Collective shall, upon the City's written request, provide a defense through qualified counsel reasonably acceptable to the City, subject to applicable insurance policy provisions.

For a claim alleging both covered conduct and conduct excluded under Section 12.3, the Parties shall cooperate in arranging an appropriate defense. The Collective shall reimburse reasonable defense costs to the extent attributable to covered conduct, as established by written agreement or a final judicial determination.

The Collective shall not settle a claim in a manner that admits fault by an Indemnified Party, imposes a nonmonetary obligation on an Indemnified Party, or fails to provide a complete release of the affected Indemnified Parties without the City's prior written consent.

The City shall reasonably cooperate in the defense of covered claims without surrendering control over governmental decisions, privileged information, or defenses available to it.

12.5 Preservation of Governmental Protections

Nothing in this Agreement waives, limits, or expands any governmental immunity, statutory limitation of liability, defense, or other protection available to the City or its officials, officers, employees, or agents under applicable law, including the Tennessee Governmental Tort Liability Act.

Nothing in this Agreement requires the City to indemnify the Collective or any participating volunteer.

12.6 Volunteer Coverage and Separate Forms

The Collective shall not represent that its volunteers are covered by City workers' compensation, accident, or liability insurance unless the City has expressly confirmed that coverage in writing.

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Any volunteer acknowledgment, permission, or release required under Section 8 is separate from, and does not replace, the Collective's obligations under this Section.

12.7 Survival

The obligations in this Section shall survive expiration or termination of this Agreement with respect to acts, omissions, or activities occurring during its term.

13. Relationship of the Parties

The Collective is an independent community partner. This Agreement does not create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

The Collective and its volunteers have no authority to bind the City or exercise governmental powers.

Volunteer services under this Agreement are provided without an expectation of compensation from the City. Any separate paid services require a separate written agreement and applicable City approvals.

14. Records and Compliance

The Parties shall comply with applicable laws, permits, City rules, and nondiscrimination requirements in carrying out this Agreement.

The Collective shall provide records reasonably necessary to document the approved work, volunteer participation, and incidents.

Records submitted to or maintained by the City shall be handled in accordance with applicable records-retention and public-records requirements. Neither Party promises confidentiality contrary to law.

15. Suspension and Termination

Either Party may terminate this Agreement without cause upon 30 days' written notice to the other Party.

The City may immediately suspend some or all activities when necessary to address safety concerns, protect natural resources, comply with law, or meet operational needs.

For a material breach that can reasonably be corrected, the nonbreaching Party shall give written notice and 15 days to cure before termination. The City may terminate immediately for serious

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unsafe conduct, unauthorized site alterations, unlawful activity, or failure to maintain required insurance.

Upon expiration or termination, the Collective shall stop activities under this Agreement, return City property, remove its portable materials as directed, and cooperate in an orderly transition. Permanent improvements accepted by the City shall remain unless otherwise agreed in writing.

16. Notices and Designated Representatives

Routine coordination may occur by email. Formal notices of breach, termination, or amendment shall be delivered personally, by certified mail, or by email with written acknowledgment of receipt.

City	**Collective**
James A. Gallup	**Tommy Clapp**
City Manager	Director, Mossy Creek Foundation
112 City Center Dr.	2004 Branner Avenue, Suite 8
Jefferson City, Tennessee 37760	Jefferson City, Tennessee 37760
jgallup@jeffersoncitytn.gov	admin@mossycreekfoundation.org
(865)475-9071	

Either Party may change its designated representative or notice information by written notice.

17. General Provisions

17.1 Governing Law

This Agreement shall be governed by Tennessee law. Any legal proceeding shall be brought in a court of competent jurisdiction serving Jefferson County, Tennessee, subject to applicable jurisdiction and venue requirements.

17.2 Entire Agreement

This Agreement and its incorporated exhibits constitute the entire agreement concerning adoption of the Viewing Area and supersede prior discussions on that subject.

17.3 Amendments

Amendments must be in writing and signed by authorized representatives of both Parties. Routine work-plan approvals do not amend the term, insurance obligations, liability provisions, or financial commitments of this Agreement.

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17.4 Assignment

The Collective may not assign this Agreement or transfer its responsibilities to another organization without the City's prior written consent.

17.5 Severability

If a provision is held unenforceable, the remaining provisions shall remain effective to the extent they can operate consistent with the Agreement's purpose.

17.6 No Third-Party Beneficiaries

This Agreement does not create contractual rights for third parties.

17.7 Authority and Effective Approval

Each signer represents that the signer is authorized to execute this Agreement. The Agreement becomes effective only after all required City and Collective approvals have been obtained and both Parties have signed.

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Signature Page

City of Jefferson City, Tennessee

By:
Name:
Title:
Date:

Attest:

By:
Name/Title:

Approved as to form,
City Attorney:
Date:

MOSSY CREEK OUTDOOR COLLECTIVE

Legal contracting entity:

By:
Name:
Title:
Date:

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Exhibit A — Adopted Area





Exhibit B — Initial Annual Work Plan

Activity	Proposed frequency	Scope and approval
Volunteer litter removal	Quarterly	Approved trails and visitor areas
Light trail stewardship	During scheduled workdays	Hand removal of minor debris and approved trimming
Condition reporting	During volunteer visits	Report concerns; no continuous inspection duty
Native planting or habitat projects	As approved	Separate written project approval
Educational activities	As approved	Subject to applicable event requirements
Volunteer activity summary	Annually	Dates, participants, hours, work completed, and concerns

City approval:

Date:

Collective approval:

Date:

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Exhibit C: Standard Liability Insurance Requirements

Vendors seeking to contract with the City of Jefferson City must provide a Certificate of Insurance as proof of insurance coverage for:

1) Worker's Compensation
2) Employer's Liability
3) Professional Liability (if applicable)

A Certificate of Insurance with a copy of an endorsement naming the City of Jefferson City as an "Additional Insured" is required for the following coverage:

1) Commercial General Liability
2) Business Automobile Liability

All policies shall provide thirty (30) days prior notice of cancellation, non-renewal, or material change in coverage.

INSURANCE COVERAGE	LIMITS (Amount Denotes Suggested Minimums)
1. Worker's Compensation	Statutory limits for the State of Tennessee
2. Employer's Liability	$500,000 Per Accident $500,000 Disease Per Employee $500,000 Disease Policy Limit
3. Commercial General Liability --- a. Products/Completed Operations b. Contractual Liability c. Explosion, Collapse, or Underground (XCU) Hazards	$1,000,000 Per Occurrence $1,000,000 Per Project $2,000,000 Annual Aggregate --- $1,000,000 Per Occurrence $1,000,000 Per Occurrence Depending on the exposure associated with the project
4. Automobile Liability and Owned/Hired/ Non-Owned Vehicles	$1,000,000 Per Occurrence
5. Umbrella/Excess Liability	$1,000,000 - $10,000,000 Per Occurrence, depending on the exposure associated with the project
6. Professional Liability (for engineers, architects, etc.)	$1,000,000 Per Occurrence/Claim/Aggregate
7. Builder's Risk	Limits sufficient to cover the full value of the contract
8. Contractor's Equipment Floater	Limits sufficient to cover ACV of contractor's property
9. Surety/Performance Bond	Limits equal to the value of the contract

Source: Public Entity Partners

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