



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### June 03, 2025, 6:00 PM

### Agenda

**Mayor:** Gerald Greer

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

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

Approve May 6, 2025, Regularly Scheduled Workshop Meeting Minutes

#### **PUBLIC FORUM**

#### **REPORTS**

1. ATTORNEY: Jennifer Noe
2. PROJECT UPDATE: Josh Wright

#### **UNFINISHED BUSINESS**

3. ORDINANCE 640: Budget Amendment – for the FISCAL YEAR 2024-2025- 2ND Reading

#### **NEW BUSINESS**

4. TCRS Bridge and Hazardous Duty - James Armistead
5. Social Media Discussion
6. CONTRACT: Fitness Instructor - Thrive 55 Center
7. CONTRACT: Friday Night Dance Lease
8. CONTRACT: MCHRA - Transportation contract for Thrive 55 Center
9. June 14, 2025, Vendor Discussion
10. Grant Amendment Police Department - contract 77833-26
11. JOINT FUNDING AGREEMENT - U.S DEPARTMENT OF INTERIOR
12. CONTRACT - APSU Austin Peay State University Information Systems Center
13. CONTRACT: Planning Service - Clark Development Corporation LLC
14. RESOLUTION: 2025-23 - Public Meetings for 2025 - New Location

#### **SURPLUS PROPERTY NOMINATIONS**

#### **OTHER**

15. Attorney and Client Privilege Meeting

#### **ADJOURNMENT**

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*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**  
**May 06, 2025, 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Greer called the meeting to order at 6:04 p.m.

**ROLL CALL**

Mayor Greer

Councilman Tim Adkins

Vice Mayor Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

**ABSENT**

Councilwoman Binkley

**APPROVAL OF AGENDA**

A motion was made by Councilman Smith, Seconded by Vice Mayor Chirs Kerrigan, to approve the agenda with changes. Removing line number 24 Speed Limit Discussion. All approved by voice vote.

**APPROVAL OF MINUTES**

1. April 1, 2025, Regularly Scheduled Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the April 1, 2025, Workshop minutes. All approved by voice vote.

**PUBLIC FORUM**

**Megan Wilburn:** She was at the ball fields with other volunteers trying to get the ball fields ready with other parents and coaches for her children and other children to play ball. When there are volunteers putting in time that they do not have too, a city worker should not drive by and make derogatory remarks. Do not tell the volunteers they are doing a crappy job and drive off rather than give constructive criticism. It is not appreciated. She has played sports here all her life.

**Councilman Thompson** asked if the Council if they knew anything about this.

**Councilman Young:** I drove past and saw them working but did not say anything.

**Councilman Thompson:** Asked the department heads if they know about this.

**Anthony Clark (Parks Director):** Gave an explanation of events.

**Alan Holloway:** Mr. Holloway printed off photos for the council to look at as reference. The photos were taken at John's Park of the issues he thinks are a public Safety concern. He described things that he thinks can be fixed. He stated there has been a lot of neglect in the park. There are trip hazards in the park, there were 2 senior citizens trip getting off the bleachers from stepping in a big ditch. He feels if there was gravel put there making a clean transition from the bleachers to the ground it would resolve the issue. At the edge of the field the fence is rolled up and it is in the photos; we had a player going to get a ball that rolled under the fence in the area and got their foot stuck under the peeled-up fence. The fence should be fixed and touch the ground properly. In the rear of the concession stand there is a sink drain that ends directly into a creek. He would like to see some improvements, if we do not invest in our youth in this county, we are going to be really glad we have the brand-new county jail because that is where they are going to end up. He is tired of seeing neglect in this town.

**Councilman Adkins:** What would be the proper steps to talk about this moving forward? Would this be for the Council or the parks board? We want to make sure these issues are being addressed.

**Councilman Smith:** suggested addressing them during the budget meetings coming up.

**Councilman Adkins:** added that if they are going to be addressed, we need to make sure there is money in the budget to do so. Since it could be several more years before we open our sports complex.

**Mr. Holloway:** stated that he asked the parks director for the materials for repairs that he volunteered to make in 2002. Nothing has been touched since the fall of 2022.

**Mayor Greer:** stated we need to look into them now and see what we can do about it.

## APPROVAL OF MINUTES

1. ATTORNEY: Jennifer Noe – ABSENT
2. PROJECT UPDATE: Josh Wright – Allen Nicholson gave the update for Josh Wright due to a scheduling conflict: Building is ready for the final punch list walk through. We are scheduled for that on May 13<sup>th</sup>, 2025. Allen stated that the mayor and himself did a walk through yesterday of all the furniture and it looks amazing. Parking lot binder is scheduled for May 8<sup>th</sup>. The current forecast calls for rain that day, if it rains the contractor will reschedule. After the binder is installed, they will put down topsoil. The monument sign will be rescheduled for May 16<sup>th</sup>. The new completion date will be May 23<sup>rd</sup>.
3. CITY RECORDER: Mary Molepske – Attended TAMCAR conference, a few public records requests for body cam footage and codes information, rescheduled meetings and advertisements due to a newspaper error, have been walking people through buildings for measurements so they can submit sealed bids, met with some companies for supplies to make the city uniform for ordering.
4. CODES DEPARTMENT: Allen Nicholson – Allen gave the council his update on paper – highlights are number of permits issued 13, number of inspections 30, number of property maintenance 72, since December we have collected \$ 23, 802.41 in revenue.
5. COURT DEPARTMENT: Cynthia Hollingsworth – ABSENT
6. FINANCE DEPARTMENT: Jamie Winslett – ABSENT – Kellie Reed spoke on some items for the budget to be completed. I have been working with Mayor, Allen, and Jamie on your budget. We have made it through the general fund for the proposed budget and projected budget and sat with all department heads. I have worked with Violet on Worker's comp renewals. I am currently working with water and sewer, and I have worked with Jamie to get the salaries projected for the year. We will then work on street aid and drug funds and hopefully be able to present something to you in the coming weeks.  
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. Gave update on what her departments are working on.  
**Vice Mayor Kerrigan:** requested a list of what people are asking for in their budgets.  
**Kellie Reed:** Advised she has a list and will email it to the Mayor and Allen to send out.
7. FIRE DEPARTMENT: Chief Walker – We answered 104 calls to the public, we have met with 170 businesses in town to update emergency contacts for calls, Getting business licenses for finance, recovered a body from the Cumberland River that came from Nashville, we cooked for the employee luncheon, tornado sirens sounded twice in the month of April, working on locations for the 2 new sirens, our firefighter mechanics have kept the trucks maintenance to save money, we installed 61 free smoke detectors at the Oak Manor Apartments, we had 5 car seat safety inspections and gave away 3 new care seats provided by our grants. We are taking applications for the next recruitment class.
8. HUMAN RESOURCE DEPARTMENT: Violet Black – Attended 2 conferences, MTAS – 3 pillars of HR and the public sector HR association. I have worked with the insurance company on the

collapsed bridge. I have worked with insurance on some injuries this month. I have been working with TCRS, and I have found that we were not doing things correctly. A city resolution cannot be made, and it must be a TCRS resolution, or it is not valid. Pay Study is completed and turned over to Mayor and Allen.

9. PARKS DEPARTMENT: Anthony Clark – Food Truck Monday started with good response, spring sports are in full swing, working with insurance about the bridges and working with Justin for the cameras at River bluff park. Trail grant meeting, playground safety class completed and working towards Summerfest starts 4 weeks from tonight. Nashville Symphony will play on June 14<sup>th</sup> at 7:30 pm at River bluff park.
10. POLICE DEPARTMENT: Chief Matlock - Monthly report emailed to council. Filled the last open officer position. The last 3 that went to the academy are finishing training to get out and to work.
11. PUBLIC WORKS DEPARTMENT: Billy Harris – Mowing season has started, picking up brush, pothole repair, paving is moving forward, water and sewer is working with pleasant view to connect on valley view. We had a bid opening last week. Sewer plant is starting training this week and we should be in the new plant by June.
12. TECHNOLOGY DEPARTMENT: Justin Wheeler – Big projects are moving forward, finalized river bluff internet, city hall should be getting completed in the next few days. Fiber and modem installation new city hall, modem at training grounds is connected.
13. THRIVE 55+ DEPARTMENT: Tammany Carter - We had 1, 442 member check-ins, they are lower but there has been a lot of updates on the building and parking lot. 256 member meals in April. Submitted GNRC reports. Worked on a day trip in June, planned picnic this Friday, I worked on the grant for project diabetes, we will be having a ribbon cutting June 26<sup>th</sup> at 8:30 to show the refreshed building for the 30 years. Looking for an instructor to replace Phoenix. Painting the town purple is coming up in June and we will also have a walk on June 20<sup>th</sup>.

#### **UNFINISHED BUSINESS**

14. ORDINANCE 639: Budget Amendment \$ 45,372.00 - New Patrol Car -2nd Reading – Chief Matlock stated that this is to replace the patrol car that was totaled from hitting a deer.

#### **NEW BUSINESS**

15. Bruce's Buddies - Jody Vann – Jody Vann was absent from the meeting. He is added to the City Council meeting next week.
16. CONTRACT: Fire Contract with the County – Chief Walker stated that what they are paying us for our rural service is going to increase just a little, they are increasing the part time people in the new contract. The total is \$ 469, 877.79 and it helps them and helps us.
17. CONTRACT: Elevator Service and inspection - Station 1 – Chief Walker - The state inspector comes to inspect our elevator every 6 months, and we are supposed to have it maintenance and tagged. We have to hire a company to inspect it so the inspector can come and inspect it. Cost of the service is \$ 90.00 per month.
18. CONTRACT: Annual Fire Alarm Inspection and Monitoring - New City Hall & Continued for Fire Station 1 & Fire Station 2. – Chief Walker – Continued monitoring for both fire stations and the new city hall and we have to keep the alarm monitored and serviced in all businesses.
19. TCRS rates for 2025/2026 - Violet stated that TCRS gives 7.5 percent for each employee and the minimum is 7.14 and we would just need to decide to keep this rate or go higher.
20. TCRS - Hazardous Duty Cost – This was the study you approved for the hazardous duty employees and the rates are on here, it is currently on the 7.14 percent, which is required by law, this would be over the current rates that we are already doing for Fire and Police.

21. Insurance Rate Discussion: BC/BS and Lincoln – Violet stated that if we stay with BCBS the rates have gone down 1.75 percent. This would not reflect a change to our employees and would only change the amount the city would put in for employees. We have a meeting with our insurance committee and have not heard any drawbacks from it. That is for our medical insurance. We also looked into life and disability insurance. We currently use Lincoln, and it is an administrative nightmare. The girls have been having problems balancing so I asked our broker to bid that out. He presented Mutual of Omaha, Keeping the same coverage of \$ 15,000 is still a lower premium than our current rate with Lincoln. The premium with Lincoln is \$ 28,000.00 and if we go to Mutual of Omaha it would be \$ 19,000.00 for the same benefit of \$ 15,000 and would save the city \$ 8,877.82. If we increased the benefit for the employee to \$ 25,000.00 the insurance would rise to \$ 8,152.30.
22. RESOLUTION 2025-21: LEGAL SERVICES AGREEMENT – Mary stated this is a retainer agreement to hire this firm to file a claim for the city in a class action lawsuit to recover possible funds for contamination of our water source with a chemical called PFAS. There is no fee required to be paid but they would receive one third of the money if they are able to collect on our behalf.
23. Speed Limit Discussion - Councilman Michael Smith – Removed from the agenda at the start of the meeting.
24. Parks Advisory Board Update: **Councilman Michael Smith** – He gave a summary of plans for this summer and ideas moving forward. The Farmers Market will start this Saturday and will run through September 27<sup>th</sup>. We are currently planning 3 concerts in the park. The first one will be the Symphony on June 14<sup>th</sup>. In July we will have a cookout in coordination with another symphony to try to attract more people. The third will be a concert in August. We have food truck Mondays that will run from April through July. We are planning 2 movies at the park events. One is September and one in October. We would like the one in October to be a Halloween theme. Caldwell Park – we would like to do a walk of fame that is like the book walk that we have and it would be a way to be able to display musicians and would have kiosks at different parts of the trail and as you go through and read about different musicians that are local to Ashland City. We talked about next year doing a community garden. We would need to add bathroom facilities and there is no water source out there. That is something that we want to think about for Caldwell Park moving forward. The park has a lot of potential, and we would like to do something with it. We would like to have a Heritage Festival that would focus on the founding of Ashland City and Cheatham County. The reason we thought of doing it next year is because it will be the 170<sup>th</sup> year celebration of the founding of Cheatham County. We have a lot of interest from the community businesses and the police and fire departments. We will most likely form a committee within the Parks Advisory Board of local Businesses and people who would like to be involved and help then put that together to be a real community event. We would also like an Artisan festival in the spring sometime. It would be similar to the one in Nashville and it would be either a 2- or 3-day event.
- Mayor Greer:** asked if there were any grants that would possibly help us in getting Caldwell Park built up?
- Councilman Smith:** Yes, we are going to look at grants for the projects. They will also look at local businesses that want to be involved in helping with the park. We could also have a fund raiser to put toward it. It will be a cost to do it right and we will need a water source and bathroom facilities, and we don't want the city to have to bear the cost.
- Vice Mayor Kerrigan:** Asked if we still have the rough drawings for Caldwell Park.
- Anthony Clark:** He may have them, and it would be for a pavilion and a couple of bathrooms.
25. CONTRACT: Jenkins and Mauldin CPA – This is a contract to extend the service for another 6 months. The cost would be around \$ 39,000.00. There are several findings that we are finding through the budget process and the Mayor, and I have discussed this with Kellie and Jamie and believe this would be in our best interest. They also have to finish closing out the 2024-2025

books to get them prepared for the audit. The way things were entered into Tyler will take James and Casey time to get it straightened out.

26. **CONTRACT:** Cintas - supplies for all city buildings – **Mary Molepske** – I have met with a couple of different companies. Cintas covers uniforms, Rugs, Air Fresheners, Paper Towels, and Toilet Paper, Cleaning products and can provide trash bags if they are requested. There are some items they do not handle. I met Kelson and they provided everything but the uniforms including napkin holder and paper plates and plastic wear for the lunchroom area. This would change all of our buildings to go through the same universal ordering process, which would also help the finance team not to have so many different companies to go through.  
**Councilman Thompson:** Have we reached out to any other companies like paper and twine?  
**Mary Molepske:** I have and these 2 had the best offers because they are both affiliated with Omnia and so are we and so they both offer bigger discounts on the products for that reason. I have found out that even if we just keep the uniforms and rugs through Cintas, it will still be less with a new contract because of the relationship with Omnia.
27. Kelson - Supplies for City Buildings – Addressed it together with Cintas.
28. CDBG - Pump Station Bid Award – We had our bid opening last Thursday for the pump station. There were 3 bidders. Billy reviewed the Bid totals and made the recommendation of the lowest bid, and we will have to pay \$130,000.00 to complete the pump station project.
29. **CERTIFICATE OF COMPLIANCE:** Change of Ownership - Jackson Liquors – They are not actually changing owners they are only adding the additional person to the existing license.
30. **ORDINANCE 640:** Budget Amendment – for the FISCAL YEAR 2024-2025- 1<sup>st</sup> Reading – There are 2 different expenditures in this one budget amendment. The first part is for \$ 101,970.00 for the overage on the water tank bid. The council had allocated \$ 750,000.00 to City Hall but it was not put in the budget. It was reported to USDA and they have received the money but it was not added to the budget. Jamie has found out that we are allowed to take money from a department and move it to another department to offset some of the costs. We just have to notify the council of the move. Thrive 55+ has \$211,750.00 in it that was allocated for Josh Wright for the continuation of the Senior Center Project. We would like to move because Clint's public works vehicle money did not get moved over into the new budget for 2024-2025 and it would also cover the contract for the CPA. Another portion of that would cover the water/sewer truck.

#### **SURPLUS PROPERTY NOMINATIONS**

NONE

#### **EXPENDITURE REQUESTS**

NONE

#### **OTHER**

**Councilman Thompson:** asked about the 111 Boyd Street Ordinance

**Allen Nicholson:** Mr. Emad and Mr. Martin have decided to pull that until July. We are Working with them a little closer to try to come up with some other concepts. We are working on a different proposal with the engineers. We wanted to give them their rights as property owners and work with them. They would like to bring something before you that will work better.

**Councilman Smith:** asked if the sign will be changed so that people are aware of that.

**Allen Nicholson:** I will pull the sign and repost it. Ms. Mary will advertise it 2 weeks prior to the meeting.

**Councilman Thompson:** asked if Oak Circle will be on the paving plan this year. He showed pictures of large potholes with cones blocking part of the street.

**Billy Harris:** Went over the streets on the list and advised that Oak Circle is a private road and does not think we would be responsible for repairing it. Allen and Billy will confirm it.

**ADJOURNMENT**

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:20 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO. 640 \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ASHALND CITY AMENDING  
THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE  
NUMBER 625

WHEREAS, the Town of Ashland City adopted the fiscal year 2024-2025 budget by passage of Ordinance Number 625 on July30th, 2025; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated* section 6-56-209, the Board of Commissioners has the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

**WHEREAS,** expenses for the general government and enterprise funds will be greater than the projected amounts and require a budget amendment

**WHEREAS,** the awarded bid for the industrial park water tank project was more than the original budget by \$101,970.00 as such the board wishes to amend the current budget to allow for completion of the project

**WHEREAS,** \$750,000.00 was previously approved for applicant contribution towards construction of the new city hall, however, money was not included in the FY25 general fund budget and as such the board wishes to amend the current budget

**NOW THEREFORE BE IT ORDAINED** BY THE BOARD OF MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

**SECTION 1.** Ordinance Number 625 is hereby amended by increasing the enterprise fund by \$101,970.00 and decreasing fund balance by \$101,970.00; and increasing the general fund by \$750,000.00 and decreasing fund balance by \$750,000.00

<i>Enterprise Fund</i>	Beginning Department Budget	Ending Department Budget
Water	\$6,469,663.00	\$7,219,663.00
<i>General Fund</i>		
Finance	\$1,706,487.00	\$2,456,487.00

**SECTION 2.** This ordinance shall take effect 20 days upon final passage.

PASSED ON 1<sup>st</sup> READING: 5-13-2025

PASSED ON 2<sup>nd</sup> READING: 6-10-2025

DATE SIGNED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR GERALD C GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE





**Phoenix Thornburg**  
**Exercise Instructor**  
 1155 Woodard Perry Rd  
 Ashland City, TN 37015  
 615-689-9999



Town of Ashland City  
 Thrive 55+ Center  
 233 TN Waltz Parkway, Suite 103  
 P.O. Box 36  
 Ashland City, Tennessee 37015

**Contract for Services**

This document shall serve as a contract between Phoenix Thornburg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Asland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

Phoenix Thornburg  
 Phoenix Thornburg, Exercise Instructor

\_\_\_\_\_  
 Gerald Greer, Mayor

4-28-25  
 Date

\_\_\_\_\_  
 Date



**Anna Winberg**  
**Exercise Instructor**  
 701 Cherrywood Court  
 Ashland City, TN 37015  
 (615) 636-1908



Town of Ashland City  
 Thrive 55+ Center  
 233 TN Waltz Parkway, Suite 103  
 P.O. Box 36  
 Ashland City, Tennessee 37015

**Contract for Services**

This document shall serve as a contract between Anna Winberg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Asland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

*Anna Winberg*

\_\_\_\_\_  
 Anna Winberg, Exercise Instructor

*4-16-2025*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Gerald Greer, Mayor

\_\_\_\_\_  
 Date



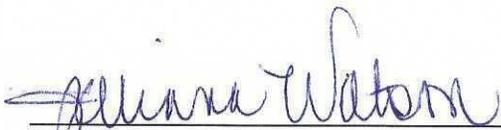
**Juliana Watson**  
102 Ashland Court  
Ashland City, TN 37015  
615-948-0019



Town of Ashland City  
Thrive 55+ Center  
233 TN Waltz Parkway, Suite 103  
P.O. Box 36  
Ashland City, Tennessee 37015

### Contract for Services

This document shall serve as a contract between Juliana Watson, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class or \$25.00 per combined class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

  
\_\_\_\_\_

Juliana Watson, Exercise Instructor

4/16/25

\_\_\_\_\_

Date

\_\_\_\_\_

Gerald Greer, Mayor

\_\_\_\_\_

Date



**Barbara Lee Frawley**  
9292 War Eagles Way  
Ashland City, TN 37015  
615-801-0950



Town of Ashland City  
Thrive 55+ Center  
233 TN Waltz Parkway, Suite 103  
P.O. Box 36  
Ashland City, Tennessee 37015

### Contract for Services

This document shall serve as a contract between Barbara Frawley, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

*Barbara Lee Frawley*  
\_\_\_\_\_  
Barbara Lee Frawley, Exercise Instructor

*5/23/25*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Gerald Greer, Mayor

\_\_\_\_\_  
Date

**THRIVE 55+ ASHLAND CITY  
LEASE AGREEMENT  
FRIDAY NIGHT DANCE**

This lease agreement is for rental of the Ashland City for Friday Night Dances. This lease agreement is for 12 months beginning July 1, 2025, through June 30, 2026. The purpose of the rental is to provide a non-alcoholic dance venue open to the public. Thrive 55+ Ashland City will be referred to as the lessor and Willie Watson, Christine Watson and Carolyn Dorris will be referred to as the lessee. The following terms and conditions are stated below:

1. Rental cost of the property is \$25.00 per month. Payment will be made to the lessor prior to the 30<sup>th</sup> of each month for the duration of the term lease.
2. All admission fees and band tips will be retained by the lessee.
3. Lessor will have the rental space ready and available for operation to lessee by 5:00 pm each Friday. This entails a clean facility including stocked and ready restrooms with chairs in place for the evening's event according to lessee's specifications.
4. Hours of operation will be from 7:00 pm to 10:00 pm. Doors will open at 6:00 pm and close by 11:00 pm.
5. Patrons 12 years of age and older will be allowed to attend the event but must be accompanied by an adult at all times. Children under 18 are not permitted to use the pool tables or shuffleboard table.
6. Lessee will provide a liability insurance policy in the amount of \$1,000,000.00. A copy of the policy will be provided to the lessor.
7. Lessee will be provided with a cooler and ice from the ice machine and may have use of the coffee pot. Lessee will be responsible for clean-up of said equipment. Food, drinks, and disposable supplies will be provided by lessee.
8. Lessee will be provided with a key to the facility for band set up. Lessee is responsible for turning off all lights and locking all doors of the facility per instructions provided by the lessor upon closing the center at the end of each dance.
9. Lessee will ensure cleanup of the facility after each event to include putting away extra chairs on rack, sweeping used areas, mopping up any spills, cleaning any tables used, and disposal of all trash into the outside dumpster.
10. Lessor will make no changes to the facility.
11. Lessor will obtain permission from Center Director to decorate for special events.
12. Lessor and lessee will each have the option to renew or cancel said lease agreement with a 30-day written notice.

\_\_\_\_\_  
Gerald Greer, Mayor

Date

Willie Watson

5/23/25

Willie Watson - Lessee

Date

Christine Watson

5/23/25

Christine Watson- Lessee

Date

Carolyn Dorris

5/23/25

Carolyn Dorris- Lessee

Date



**MIDCUMBERLAND**

Human Resource Agency

## CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st Day of July, 2025, by and between **Mid-Cumberland Human Resource Agency, Inc.** ("Provider") and **Thrive 55, Ashland City** ("Contractor").

### RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals ("Members") referred to Provider by Contractor originating in **Cheatham County** with destinations in **Cheatham County** (the "Service Area"); and

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. The initial term shall commence July 1, 2025 and continue until June 30<sup>th</sup>, 2026 as herein provided.
2. Duties and Responsibilities of the Parties.
  - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
  - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
  - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available [Monday through Friday between the hours of 6 am and 6 pm] [to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to/and from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$3.00 per one way trip within Cheatham County.

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

(3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

l. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor: Gerald Greer, Mayor  
Thrive 55  
233 TN Waltz Pkwy, Suite 103  
Ashland City, TN 37015

If to Provider: Anna Perry, Transportation Director  
Mid-Cumberland Human Resource Agency, Inc.  
1101 Kermit Drive; Suite 300  
Nashville, TN 37217

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, Contractor and Provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

**Contractor:**

Thrive 55

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By: Gerald Greer  
Title: Mayor, Ashland City

**Provider:**  
**Mid-Cumberland Human Resource Agency,  
Inc.**

By: Jane Hamrick  
Title: Executive Director

**EXHIBIT A**

**COMPENSATION SCHEDULE**

	<b>Per Participant Per Authorized One Way Trip Leg</b>
<b>AMBULATORY AND WHEELCHAIR PATIENTS</b>	<p><i>Members Transport</i> <i>MCHRA General Public fare rates per person in Service Area.</i> *Fares are subject to change with agencies Fare policies.</p>
<b>PERSONAL CARE ATTENDANT</b>	<p>One (1) Personal Care Attendant is allowed at no extra charge.</p>
<b>CANCELLATION &amp; NO SHOWS</b>	<p>Cancellations more than 2 hours prior to scheduled pick-up will incur no charge Cancellations less than 2 hours prior to schedule pick-up will be charged a \$30.00 cancellation/no show fee</p> <p>No shows are defined as scheduled trips where client is not at trip origination address; drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$30.00 no show fee.</p>

## **EXHIBIT B**

### **HIPAA REQUIREMENTS**

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.

7. **Safeguards.** Provider shall use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement and by Contractor's privacy and security policies, including implementing security processes for the protection of electronic PHI during transmission and storage consistent with the requirements of the Security Regulations.

8. **Disclosure to DHHS.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining Contractor's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Contractor or Provider by virtue of this provision.

9. **Termination and Return of PHI.** Notwithstanding anything to the contrary in this Agreement, Contractor may terminate this Agreement immediately if, in Contractor's reasonable opinion, Provider breaches any provision of this Section. Upon termination of this Agreement for any reason, Provider shall, if feasible, return or destroy all PHI received from Contractor or created by Provider on behalf of Contractor. If such return or destruction is not feasible, the parties agree that the requirements of this Section shall survive termination of this Agreement and that Provider shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible.



## GRANT AMENDMENT

Agency Tracking # 33501-2548543	Edison ID 77833-26	Contract # 77833-26	Amendment # 4
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Contractor Legal Entity Name Town of Ashland City	Edison Vendor ID 0000001534
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**Amendment Purpose & Effect(s)**  
To amend the Term of the Grant Contract and revise the definition of an "Eligible Officer".

Amendment Changes Contract End Date:  YES  NO      End Date: **March 19, 2029**

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$0.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$16,666.67				\$16,666.67
2025	\$16,666.67				\$16,666.67
2026	\$16,666.67				\$16,666.67
2027	\$16,666.67				\$16,666.67
2028	\$16,666.66				\$16,666.66
2029	\$16,666.66				\$16,666.66
<b>TOTAL:</b>	<b>\$100,000.00</b>				<b>\$100,000.00</b>

<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE</i></p>
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Speed Chart (optional)	Account Code (optional)
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**AMENDMENT FOUR  
OF GRANT CONTRACT 77833-26**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.3.a. is deleted in its entirety and replaced with the following:
  - A.3.a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee **between May 1, 2023, and March 19, 2026**. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
  
2. Grant Contract Section A.4. is deleted in its entirety and replaced with the following:
  - A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee **between May 1, 2023, and March 19, 2026**. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.
  
3. Grant Contract Section A.4.c. is deleted in its entirety and replaced with the following:
  - A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee **between May 1, 2023, and March 19, 2026**.
  
4. Pro Forma Grant Contract Section B is deleted in its entirety and replaced with the following:
  - B. This Grant Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on **March 19, 2029** ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside of the Term.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,  
TOWN OF ASHLAND CITY:

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GRANTEE SIGNATURE DATE

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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

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CARTER LAWRENCE, COMMISSIONER DATE



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Lower Mississippi-Gulf Water Science Center  
640 Grassmere Park, Suite 100  
Nashville, TN 37211

September 26, 2024

Ms. Mary Molepske  
City Recorder  
Town of Ashland City  
233 Tenn Waltz Pkwy Suite 103  
Ashland City, TN 37015

Dear Ms. Molepske:

Enclosed is an electronic version of our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Town of Ashland City one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), during the period October 1, 2024 through September 30, 2025 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$1,000 for a combined total of \$4,500. Please sign and return one fully-executed original to Desvin Jones, Lead Budget Analyst at **3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816** or [gs-w-lmg\\_agreements@usgs.gov](mailto:gs-w-lmg_agreements@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 228-3643 or email [dawester@usgs.gov](mailto:dawester@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 326-9250 or [gs-w-lmg\\_budget\\_finance\\_team@usgs.gov](mailto:gs-w-lmg_budget_finance_team@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight  
Director, LMG Water Science Center

Enclosure  
25MLJFATNDA085

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,000 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$3,500 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

**Water Resource Investigations**

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Drew Westerman  
Assistant Director - Data Chief, AR/TN  
Address: 401 Hardin Road  
Little Rock, AR 72211  
Telephone: (501) 228-3643  
Fax: (501) 228-3601  
Email: dawester@usgs.gov

**Customer Technical Point of Contact**

Name: Mary Molepske  
City Recorder  
Address: 233 Tenn Waltz Pkwy Suite 103  
Ashland City, TN 37015  
Telephone: (615) 792-4211 Ext 5221  
Fax: (n/a)  
Email: mmolepske@ashlandcitytn.gov

**USGS Billing Point of Contact**

Name: Desvin Jones  
Lead Budget Analyst  
Address: 3535 South Sherwood Forest Blvd.  
Suite 120  
Baton Rouge, LA 70816  
Telephone: (225) 326-9250  
Fax: (225) 298-5490  
Email: gs-w-lmg\_budget\_finance\_team@usgs.gov

**Customer Billing Point of Contact**

Name: Jamie Winslett  
Interim Finance Director  
Address: PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211 Ext 5242  
Fax: (n/a)  
Email: accountspayable@ashlandcitytn.gov

U.S. Geological Survey  
United States  
Department of Interior

Town of Ashland City

Signature

Signatures

By Rodney R. Knight Date: September 26, 2024  
Name: Rodney R. Knight  
Title: Director, LMG Water Science Center

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**AGREEMENT BETWEEN**

**Austin Peay State University, Geographic Information Systems Center**

**AND**

**Building & Codes Department, Town of Ashland City, Ashland City, TN**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_, by and between Austin Peay State University, Geographic Information Systems (GIS) Center hereinafter referred to as the "Contractor" and Building & Codes Department, Town of Ashland City, Ashland City, TN hereinafter referred to as "Client".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. The Contractor agrees to perform the following base-level services:
- Perform monthly or as-needed updates of zoning, upload to server, and maintain REST service of zoning for inclusion in iWorQ system.
  - Spatially tie zoning to an individual Ashland City parcel set based on our most current parcel data, upload to server, and maintain REST service of zoned parcels for inclusion in iWorQ system.
  - Maintain REST Service of the 911 Centerlines for inclusion in iWorQ system (Linda has already authorized sharing of the centerlines for this purpose.)
  - Provide GIS technical support on the client's behalf with software vendors, such as iWorQ
  - Provide support to clients for GIS technical issues and recommendations for leveraging GIS capabilities in current and future projects.
  - Assist clients with basic spatial analysis in support of planning and growth initiatives.
  - Develop digital maps on an as-needed basis.
  - Urgent projects with a delivery date within 2 weeks of the initial request may be subject to additional fees.
- B. The Client agrees to compensate the Contractor as follows:
1. Rate of compensation:  
The Contractor shall be compensated for the base services described above in Section A at the sum of \$ 12,792.00.
- The Client shall pay \$12,792.00 for base services at the contract execution. In 4 quarterly installments of \$3,198.
- Services not listed in Section A of work will be charged at a rate of \$75/Hour.
2. Payments to the Contractor shall be made according to the schedule set out above. Payments shall be made only upon the submittal of invoices by the Contractor.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

2. The Client warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Client in connection with any work contemplated or performed relative to this Agreement.
3. The term of this contract shall be from 07/01/2025 to 07/31/2026.
4. This Agreement may be terminated by either party by giving written notice to the other, at least **90** days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
5. This Agreement may be modified only by a written amendment executed by all parties hereto.
6. Reports, maps, data, analysis, and other products shall remain the property of the Contractor. The database shall be maintained to ensure its long-term usefulness and accessibility to the Client. The Contractor reserves the right to use the data and its derivative for bona fide teaching and research purposes.
7. The Contractor shall not assign this Agreement or enter sub-contracts for any of the work described herein without obtaining the prior written approval of the Client, as appropriate.
8. This contract prohibits the hiring of illegal immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that the Client attest in writing that the Client will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("Attestation"), which is attached and hereby incorporated by this reference.

If the Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. The contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

9. The agreement is to be governed by and construed in accordance with the laws of the State of Tennessee.

D. The Contract Documents consist of this Agreement and any Addenda and/or Amendments to this Agreement hereafter executed. In the event that provisions of the Contract documents conflict, priority for interpretation shall be as follows: Addenda and/or Amendments and the Agreement.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

Building & Codes Department, Town of Ashland City, Ashland City, TN, Cheatham County, Tennessee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Austin Peay State University

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as "Town" and (Clark Development Corporation, Limited Liability Company) hereinafter referred to as "Planner". Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town's Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- A. SCOPE OF SERVICES. The Planner shall provide the following services:
1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request.
  2. Review of all site plans, plats, and rezoning request and prepared written recommendations.
  3. Technical assistance through phone calls, emails, or other correspondence
  4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
  5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances.
  6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner.
  7. Review of projects supported by TDOT, the NIPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations).
  8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making.
  9. Monitoring the Public Infrastructure Needs Inventory (PNI) maintained by TACR for projects initiated by the Town.
  10. Annual planning work programs identifying anticipated scope work.
- B. The Town will be responsible for the following responsibilities:
1. Provide Planner with sufficient notice of meetings and obligations.
  2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps.

C. TERM OF CONTRACT:

This contract shall become effective on (Date) and shall be effective for 12 months terminating on (Date). The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.

D. PAYMENT TERMS AND CONDITIONS:

This contract shall be in the amount of Nine Thousand Two Hundred One Dollars (\$9201.00) on an annual basis. This shall be prorated and paid for by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

E. TERMINATION OF AGREEMENT

This agreement may be terminated by either party for convenience without being a breach of this contract. Both sides shall give thirty days' notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate. Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work.

F. ASSIGNMENT:

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

G. RECORDS:

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

H. INDEPENDENT CONTRACTOR:

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable

for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

\_\_\_\_\_

Ceagus L. Clark, 4/30/2024

Mayor

(Date)

(Date)

## RESOLUTION 2025-23

### A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO SET ALL PUBLIC MEETINGS FOR THE REMAINDER OF THE 2025 YEAR.

**WHEREAS** regularly scheduled meetings for the year 2025 for the Town of Ashland City, Tennessee will be held at the City Hall located at 405 N. Main Street beginning July 1, 2025. The remainder of June 2025 the meetings will continue to take place at Thrive 55 Center located at 104 Ruth Drive, Ashland City.

**WHEREAS** the board meetings will follow the schedule below:

**Board of Zoning and Appeals:**

1<sup>st</sup> Monday of each month at 5:30 PM

\*Except Labor Day - Will be scheduled the 2<sup>nd</sup> Monday

\* September 8, 2025, at 5:30 PM

**Planning Commission:**

1<sup>st</sup> Monday of each month at 5:30 PM

\*Except Labor Day-will be scheduled the 2<sup>nd</sup> Monday

\* September 8, 2025, at 5:30 PM

**Council Workshop:**

1<sup>st</sup> Tuesday of each month at 6:00 PM

\*Meeting dates:

\* July 1, 2025, August 5, 2025, September 2, 2025, October 7, 2025, November 4, 2025, December 2, 2025.

**Council Meetings:**

2<sup>nd</sup> Tuesday of each month

\*Meeting dates:

\* July 8, 2025, August 12, 2025, September 9, 2025, October 14, 2025, November 18, 2025 (moved a week due to Veterans Day), December 9, 2025.

**Beer Board Meetings:**

2<sup>nd</sup> Tuesday of each month at 6:00 PM

\*Except Veterans Day on November 11, 2025 - Meeting will be held on November 18, 2025

**Budget Meetings:**

\* As needed, they will be advertised on the City Web site

**Parks Advisory Board:**

4<sup>th</sup> Tuesday of each month at 6:00 PM

**WHEREAS** agendas will be made available prior to any scheduled meetings on the Town's Website at [www.ashlandcitytn.gov](http://www.ashlandcitytn.gov).

**WHEREAS** the public is invited to attend all City meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that these will be the tentatively set meeting times for the remainder of the 2025 year.

We, the City Council, meeting in Regular Session on this the 10th day of June, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
MAYOR GERALD C. GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE