



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

November 12, 2024, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. [October 1, 2024, Minutes](#)

PUBLIC FORUM

2. Procedure for Speaking Before the Council

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

3. Attorney - Jennifer Noe
4. Project Update from Josh Wright
5. City Recorder - Mary Molepske
6. Codes Department - Allen Nicholson
7. Court Department - Cynthia Hollingsworth
8. Finance Department - Jamie Winslett

9. Fire Department - Chief Walker
10. Human Resources Department - Violet Black
11. Parks Department - Anthony Clark
12. Police Department - Chief Ray
13. Public Works Department - Clint Biggers
14. Technology Department - Justin Wheeler
15. Thrive 55+ Department - Tammany Carter

UNFINISHED BUSINESS

16. RESOLUTION 2024-27- Wage and Salary Discussion (formerly Employee Manual Discussion)
17. Police Shooting Range Discussion

NEW BUSINESS

18. ORDINANCE 632: Rezone Elizabeth St and Willow St - 1st Reading
19. ORDINANCE 630: Park Advisory Board Change
20. Pleasant View Utility District Contract
21. ORDINANCE 629: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 2nd Reading
22. RESOLUTION 2024-23: Initial Issuance of General Obligation Bonds Not to Exceed \$ 4,460,000
23. RESOLUTION 2024-24: Issuance, Sale, Payment of General Obligation Bonds not to Exceed \$ 4,460,000
24. ORDINANCE 631 - Budget Amendment - Fireman's Backpay
25. Driver Safety Grant discussion
26. RESOLUTION 2024-26: Apply for \$ 10,000 Dollar Grant with Tennessee Highway Safety Office - Police Department
27. T.B.I. Management Agreement - Police Department
28. RESOLUTION 2024-25: Fire Department of Safety and Homeland Security Grant

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

29. FIRE CATT - Tennessee Highway Safety Grant - Fire Department
30. Permission to Bid flooring replacement for Thrive 55+ Center - Grant # 84202
31. Thrive 55+ Grant use Discussion - Painting and Door Quote

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

October 01, 2024, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. September 3, 2024, Minutes
2. A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the September 3, 2024, minutes. All approved by voice vote.

PUBLIC FORUM

Phil Bales – Thank you Mayor and Council. I am appearing before you again to keep the topic on point. I am Phil Bales from Ashland Park Condominiums, and I am president of the HOA and represent 48 residents. He was running numbers and homeowners' bills are roughly \$ 80.00 and half of that is \$ 40.00 and the step system fee on top of that. It is \$ 40.00 per month for the sewer portion of it. The 48 homeowners conservatively the Town is bringing in \$ 1920.00 per month. On a yearly basis it is \$ 23, 040.00. Over the last 4 years that is equal to \$ 92,160.00. If you figure in Hickory Hills on top of it and Joy Corn is in attendance as well. Her Complex brings in \$ 8600.00 a month and \$ 103, 200.00 a year and over the past 4 years \$ 412,400.00. So just between the 2 complexes over the last 4 years the Town has made a half million dollars just on sewer fees alone. He likes to use analogy and went on to say if you take a vehicle to an oil change garage and go there faithfully. Then one day they ask if you have a carburetor or is your vehicle fuel injected. He said his vehicle is fuel injected. They tell him they have to charge an extra fee for that, but you continue going there and then your vehicle shuts down. The vehicle goes to the dealership, and they call and ask when the last time was you had your oil changed. He says he has it changed faithfully and they ask if he is sure, and he states yes, he does it faithfully. The dealership states that they pulled the oil pan and there is 3 inches of sludge in the bottom of it and the oil filter has not been changed at all. When you go back and ask the oil change place why is this? The oil change place says well because your vehicle is fuel injected, we only pump off the top half of the oil and replenish it. We don't change the oil filter. If you think about it in terms of your vehicle, would you be happy about that? Thank you for your attention.

REPORTS

3. Attorney - Jennifer Noe stated she has wonderful news. We received the signed original change order that JT Smith had signed. We finally got it back from Reeves Young signed. They also signed the memorandum which allows them what the council had previously approved. She thinks it is \$ 224,006.00 and then the 47 days. This board has already approved it and this board has already approved that they would receive if needed the extra 47 days of the expiration of the original contract date. We would not be seeking any liquidated damages. T

came back with another \$ 120,000.00 and she put her foot down because she is tired of dealing with this. She told them take it or leave it and they took it. We have this resolved and she will get the mayor signature on it. The board has already approved both.

4. Project Update from Josh Wright stated he would start with the City Hall project update. The mayor and him were just over at the site about an hour ago checking things out. Everything is going great even after the rain we have had our project superintendent with Solomon Builders, Clinton Dodson is doing a great job. He managed to get all the water out of there and get things pretty well dried out for us. We are in good shape with city hall. He noticed in New Business we have the city hall change order discussion. He has let the mayor know and let you all know that is the additional access control. We had an original allowance in the city hall bid of \$ 40,000.00 for access control. After meeting with staff and Andre McCoy with Modern who does of the city's cameras and access control. The employees and Andre felt that we needed to add to the additional access control that we had originally allowed for, so that additional access control change order is for \$ 81,807.46. He wanted to let the council know about that. There were no questions on city hall, He moved on to Sports Park, he has had a lot of good feedback from the presentation last month. Our Civil engineer is wrapping up his drawings. Josh is wrapping up our drawings for phase 1 of the sports park. Josh stated they would have the construction documents, and he has been talking to AC about going after different grants. We will have more on that for you all next month to help pay for things. He let Council woman Binkley know if they have any questions they can call or email him anytime. The sports park presentation is on you tube and he has it available. Moving on the Thrive 55 and community center, the civil engineer is wrapping up his drawings and he is wrapping up his drawings for phase 2. He will have those construction documents and AC and he have been talking about going after different grants. He will have more on the grants next month.
5. City Recorder - Mary Molepske stated that she has all the Public Records Requests completed for September. Working on agendas and minutes and ran advertisements in the paper for multiple department heads. All of the executed contracts and minutes filed and uploaded. She worked with Alicia and Jamie on the changes at city hall. Got signed on to the bank accounts for the city. Worked with Clint on the paving bid. We have started the bid process for the sewer pump stations and I am working with Jason Reynolds on it. Attended a meeting with Josh Wright, Alicia, Jamie, and Becky for the recent change order. Organizing and filing paperwork from Gayle's office. Got the oath of office certificates signed and put in the council members files. Read through the updated charter and found some things we can change moving forward. I learned more about writing ordinances and resolutions from another recorder nearby. Attended the fall conference and learned a lot and made some corrections on things we are doing wrong. She has her typed notes with her if anyone wanted to look at them.
6. Codes Department - Allen Nicholson stated they had 13 permits, 20 inspections and 64 open and pending property maintenance cases. Total revenue collected \$ 80,104.68. Codes related we have 207 Stratton Blvd was building rooms in the basement and did not have a permit. We are in the process of getting them cited and into court. Jennifer, the mayor and I did a tour the other day of several of these properties that we have that need to be addresses that have multiple violations. We also have a property at 111 Boyd st where the same owner had some violations. We also have those addressed. We met with the owners of 2055 Highway 12 south again concerning their rezone with the planner and staff and property owner. We had a planning commission and BZA meeting last month. We had a request for a sleep and rehab center within the commercial district which was denied. There is a property rezone request that was going from C2 to I2 was the third and he has been deferred and he is keeping up to date on that through email. Some of the things he and the mayor are working on id the mayor's going to start meeting with each department heads and their departments. We had Thrive 55+ interviews with the mayor and Violet. We are glad to have Tammany Carter in the director role. We had an IT meeting with the mayor and Justin on some job duties going forward. He took the courts department over to the new city hall and they had a chance to walk through and see the changes and we want to do all the departments like that, so they have the opportunity to go through and see the building process. They really enjoyed it. We did a site visit Tennessee state fire Marshall for the new sleep in. Violet and Allen had a TOSHA training, and they learned a lot

through the process that was not being done correctly for keeping records. They are working on getting that cleaned up. They attended the monthly ECD and executive board meeting. They learned a lot from that throughout the county. Meeting with the mayor and the police chiefs which they will be discussing tonight about the shooting range on the agenda. Attended the 2030 strategic planning meeting with the county and other city officials and the county mayor and the ECD and national chamber. They have hired a consultant and are going around to 9 counties and trying to get us on board with projects and goals. More things will be coming for that. Had a USDA loan meeting going for USDA loan meetings we won't be there. They are saying they are not needed anymore. We will be added on the construction meetings that we have. We worked with Tyler software for the finance team, and he gave a shout out to Jamie and Alicia, Margie, and Carrie, Becky, Alyssa and the entire team. They have really come together. They needed help with support on the Tyler program because some of them have never had training. We got Jamie hooked up with our account manager and going to be getting hands on training and online training. Justin is working on a new website design that we learned in the ECD meeting. We are looking into some other web site designs.

7. Court Department - Cynthia Hollingsworth stated that this will be the first Thursday we are going to do court from 9:00 am to 10 am. This is the first new court date we are trying to see how everything is going to work. We are working on Bi-Lingual traffic school. The rest is business as usual. She stated the new city hall tour was nice.
8. Finance Department - Jamie Winslett emailed the finance report showing revenues verses expenses, fund balance, cash on hand and loan information and gave an update on the finance department and what they are working on. Allen said a lot of what she was going to say. She mentioned everyone in the department, and they are going through a huge learning curve right now. They have had anybody that they needed to step forward and help them through it. The loans are paid as they should be and all the monthly. Audit is next week.
9. Fire Department - Chief Walker stated that for the month of September they answered 86 calls from 911 to the public. One of those calls we helped recover the pilot from the plane crash close to the Cumberland River. They had in service last week with ropes where our career people. They were asked to get a team together to go the East Tennessee but with the rain and everything we had here, we just were not able to send anyone. They have also been asked to go and look for the missing people and we have our name in but there are 10 teams ahead of us so we may not be needed. We hired 3 dull time firefighters, and we had one resign and go back to part time, so they are still one short. That person is going to stay on until we hire somebody. Dickson city fire department used our training tower this week for their live firefighter burns and we will be doing live firefighter 2 burns next week and a couple of our people will be in that class. We are working close with them to get our people certified.
10. Human Resources Department - Violet Black stated that she is working on an OSHA recordable accident that we had this month. We have had several HR issues that are being investigated and she is working with the mayor and Jennifer and Allen. Sat in on some interviews. We have 7 new employees for the month of September. She worked in the Tennessee recycling event, and it went very well. She was hoping to have the numbers before today but has not gotten them yet. There were approximately 140 people that showed up for the event. She has gathered more information on the pay study. They had a walk through with TOSHA and it was a really good turn out. she emailed the finance report showing revenues verses expenses, fund balance, cash on hand and loan information and gave an update on the finance department and what they are working on. They had a couple of issues that they are not keeping updated correctly, but we will be moving forward. Attended the city hall updates and toured the new city hall with josh and George from USDA. Attended the WWTP updates. She did zoom calls on the trail grants and the CDBG grants and she has also changed offices.
11. Parks Department - Anthony Clark stated that last month they received the AED's for the parks trucks. They also received the new parks truck. Soccer and football are in full swing. Farmers market finished the season this last weekend. We had the first movie in the park. Attendance was between 40-50 people. We had 1 new employee start and one employee involved in a

single vehicle accident where the truck was totaled. There was a small single plane crash on the Eagle Pass side of the trail. They have had meetings with Kimley Horn and TDOT for the trail extension grant. Parks advisory Board and Christmas Parade. We are working on Music on Main which will be this Saturday from 10-4.

12. Police Department - Chief Ray stated that he does not have stats they were not ready. They have been busy and have 4 new hires. It will probably be January before they get into the academy. It was a busy month, and he is hoping it slows down soon.
13. Public Works Department - Clint Biggers stated they read meters and had cut offs. Only 20 cutoffs this month which is unusual. Cleaned out ditches and did repairs on the men's bathroom at thrive 55. Cleaned the flower beds on main st. Kept the water main at the dead end of Valley View there is a developer looking to develop there. He has already purchased it so he will be coming to zoning. Repaired lights in the welcome sign. The water plant employees had to work a couple of 24-hour days because of a water leak and they could not find it. It ended up being in Ashland Farms and it was big. Repaired a water leak on Boyd St. TOSHA was at the sewer plant for an inspection and inspected a water line at city hall. Public works for their truck back but they sent it back because it was sitting crooked, and they repaired it and brought it back and it is still crooked. We sent it back and asked for a brand new one. The sewer plant is going well and if they want a tour the steps are built now so they won't have to climb a ladder.
14. Technology Department - Justin Wheeler stated that the website has been a thought, and it is in the full detailed report he sent to them through email. He gave more details on the activities for the month. He passed a Microsoft 365 certified exam. The technician Billy with modern came out because the doors were opening 4 minutes off. It was a firmware issue on their side and is fixed now.
15. Thrive 55+ Department - Tammany Carter stated that she has officially taken the director's position. She is currently going through and trying to figure out all of the tasks she needs to do. We had to cancel the health expo that was planned for the 12th, we had bad weather, and we will look to reschedule for the spring. She found a major grant we were awarded, and the plans were already in for what they were using it for. She is looking into more details for moving forward with grants. She is working on a final grant report due on October 31st. Met with Jamie in Finance to find out what needs to be worked on and pulled together. They have cancelled the Ark Trip and are working on the refunds. They had 1307 check-ins in September. They have 16 new members and looking to replace a fitness instructor to take Lindy Murff's place.

UNFINISHED BUSINESS

16. ORDINANCE: Rezone for the City - 2ND Reading Allen Nicholson stated this is to clean up the map where city hall is going.

NEW BUSINESS

17. Wage and Salary Discussion (formally Employee Manual Discussion) – Mayor Greer stated that he put this on the agenda last month. He was presenting the possibility of adding some wording to our employee manual or to the wage and salary policy, regarding people working during vacation and earning flex time. He asked for input from the Council on this subject. Mayor Greer asked if we need to clarify that you cannot earn flex time while on vacation. Councilman Thompson said he thinks that is something that everyone should already know. If he is a department head and I have to open my laptop while I am on vacation, then that is my job. I should have somebody covering me while I am out but if not, then that is my job and If needed for 30 minutes then so be it. He stated that himself and Chris have a problem with this whole flex time that you gain for working past 40 hours. If you are a salary employee, then that is your job. He stated that is you work like AC that is 7 days a week, you never know when there is going to be a movie in the park. If you need time off, take a day off. He really does not see where this whole flex thing comes in and asked for anybody to speak up. He stated he is not taking money or time away, but they should have coverage if they are taking vacation time. He asked for an explanation of why flex time is building up to 88 hours. Allen Nicholson went to the podium to try to explain it. Allen stated that he will be transparent with him. Allen stated that he had the same question because he was always raised in that salary position. I was talking to

FLSA and they do not regulate. I called Mr. Grubbs that is HR through MTAS and he stated it is an added benefit but it is not required to be in our policy manual. It's something that is you as the council and the mayor has offered this to salary employees as a reward. Councilman Thompson asked the department heads how they feel about it. Do they feel that we need to keep track of this? Is this something that you being the department head, we trust you with what you do and if you need a day off, you need a day off. Chief Ray stated that he knows how it works, and he does not really use it and does not really care. Chief Walker has been here 31 years and has had it and had it taken away and had it given back. We fill out time sheets, so we are told if we are not in that day you have to use vacation time or sick time on the time sheets. Councilman Thompson asked why we have salary employees filling out time sheets? He asked Violet to help him understand why we have salary employees filling out time sheets. Violet stated that we have to be accountable. Councilman Thompson said he would write 40 hours every week. Councilman Thompson said why is taking 15 minutes out of his week that he could be doing other things. We will know when they are here and when they are not here. He is just trying to clean this up. Violet explained the time sheet that they have spoken about in the past is more or less accounting for the vacation time used. This way we know where they are at and further down the road we have a record of the vacation time that has been used and what they have left. Councilman Adkins asked: don't they submit something when they take a day off? Violet stated Mayor Greer just put that in effect that himself and Allen are signing off on it now but that was not always the case before. Chief Walker said if we are taking vacation, we should turn in a time sheet and Councilman Thompson responded that is always what he has done. He also stated that he has always let his department head above him know when he is going to be out. He always gave 30 days' notice. Allen stated that if you research and speak to MTAS on the flex time, you can do a flexible schedule, for instance, tonight, we are here for 2 hours. That lets me as a salary employee to leave 2 hours early on a day that's approved by the mayor. Councilman Thompson stated that he should not have to go tell daddy that he is leaving 2 hours early. Vice Mayor Kerrigan stated he does not understand that someone would even be taking that 2 hours off. Everyone here that is a department head knows they have responsibilities to attend to. This is a meeting, and he feels that they should not get comp time for doing your job. Councilman Thompson stated that if you left 15 minutes early or if you left an hour early or came in an hour late, we know how to get a hold of you. We don't have to call daddy and say, hey I'm just leaving early or coming in late or don't call me. The point is that these are department heads and we should trust you to do the job. There is no reason for us to be marking down on a piece of paper and wasting time telling me if you are here or not. You know the job and what you need to do. Vice Mayor Kerrigan stated if you're not here then your job is not going to get done and it will be reflected later down the road. Councilman Young stated that we still need a record for personnel. Councilman Thompson stated that if you do the hours AC does, he should not be coming in until noon. He needs to have some time off. Councilman Thompson stated that there should be trust in the managers. He stated that other than vacation he does not need to know if you're here or not. Mayor Greer asked if there was anyone else that had anything. No one else had anything to add.

18. Appoint BZA Member - Mayor Greer stated that we are not appointing tonight but there is a vacancy coming to the board. Councilwoman Binkley stated that she would get a resignation letter from the person leaving. We do not want the same person serving on the BZA and Planning Commission. We need more diversity. The mayor will be recommending Sandra Braden next week. She is a member of the community that he has gotten to know, and he respects her. She is very smart and would be a great asset to our board
19. City Hall Change Order – Josh Wright stated that he briefly mentioned this earlier. The change order amount for the additional access control and Allen could probably help because he has been in on the meetings. We had an original allowance of \$ 40,000. We had access control on the exterior doors. The staff wants to add some access control to the interior doors, and it makes a lot of sense for the new city hall building. If we don't add this we are going to have keys and then if you have keys you will need to have things rekeyed because you have a different employee. He understands it is a lot of money but in the long run it will save the city a lot of time

and money. Again, that amount is \$ 81,807.46. Councilman Thompson asked if that is over the \$ 40,000 we have in the budget that was already approved. There is some confusion on if the 81,807.46 is the total amount with the additional access control or in addition to the already approved \$ 40,000. Josh and Allen will get that answer for them.

20. ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Fire Dept. back pay- 1st Reading – Jamie Winslett stated that we are going to need to defer it to next month because it is much more difficult than expected. They are waiting on information from Tyler to get this straight.
21. ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 1st Reading – Jamie explained the additional funds needs to pave the senior center and the rest of the streets.
22. Water/Sewer fee Discussion – Clint stated that at each condo complex there is only one tap made at the street. In the parking lot all of the lines belong to the HOA and it does not belong to the residents that live there. The HOA is running it and that is like a business. We have one chemical pump at the bypass. We spend \$ 40,000 a year on that one pump, just for that side of town. He said it is labeled residential but is being used as commercial. Attorney Jennifer Noe stated that she has met with Clint and Billy to discuss it. What they told her made the light bulb go off is that if you have a tank that services only one household. These tanks are servicing four or more. HOA has fees for these like when you own a condo your only responsible for the interior and the HOA takes care of the outside. Like shared roof line and landscaping and things like that. Jennifer asked some follow up questions. Clint answered and then added if you are an individual home if it is used right may never have to be pumped but that is not the case with these. Councilman Adkins stated that he would like to do something for these residents if we could. If we start pumping them clint will need another employee next year to run the pump truck. He does not have the manpower now to finish the job. Councilman Tompson stated that if he lived in this complex, he is paying a fee to get rid of his waste but it not all being taken. Clint explained the additional cost of the service in question is only \$9.00 per house. We have to be all or none and either we charge them, or we don't. Vice Mayor Kerrigan asked the difference if I and we are not doing it for them/ Councilman Thompson the difference is that I am a homeowner. He stated that Dickson charges the and they pump. They chose the fee and they pump it for that fee. Clint said No they don't he called Dickson because his friend runs Dickson. Dickson also does not have a step system. They all have grinder tanks. Grinder tank is a 55-gallon drum out in their yard. They do not have septic tanks. The person that has the company that contracts with Dickson would argue that point. Clint stated that only amount that could be removed is the \$9.00 fee but not the \$ 40.00 fee because they still take care of their sewer water every single day. It costs more to treat their water than this side of town. Councilman Adkins asked if there is anything we could do because the residents have been coming to council for months and he feels like we owe them an answer one way or another. Jennifer Noe added that we cannot operate in the red and cannot take money out of the general fund to replace this cost. She added that we would have to look at this for next years budget because this budget is already set. Councilman Adkins stated that he did not want the residents to keep coming month after month and not get any answers. Mayor Greer stated that this is an important topic and would like to find a resolution for this issue. Councilman Adkins asked that it may not be something we can do this fiscal year, but we could look into it next fiscal year. They cannot lower the numbers for the USDA loan. So, for the people on the condos, they will look at it in February when we start working on the new budget.
23. Redd Stewart Historical Marker – Councilman Adkins contacted the Tennessee historical commission about the marker for Redd Stewart. He found out they meet 3 times a year. They meet in February, June and October to approve the request and he also found out that the cost was more that what he originally thought. A marker with a pole with the same text on each side was \$2,150.00 and a marker with different text on each side is \$2,350.00. He just wanted to bring it to the council's attention so if it is something they wanted to do if we have the money this fiscal year to start the process or we have to wait until next fiscal year but we have to submit the request several months before the meeting and we have already missed the October meeting. If we would like to start the process for the February meeting all of the information would need to be submitted by November 30th If we are thinking of the June meeting the information would

have to be submitted by March 31st. The information we would need to submit is what the actual marker would say and the text and a map indicating where the marker would go and a letter of consent from the property owner. Councilman Thompson asked if we have a spot picked and councilman Adkins stated he would need to talk with the family more. He knows they were looking somewhere on the bypass. Mayor Greer said it would be nice to put it somewhere on the walking traffic.

24. Park Advisory Board Discussion – Michael Smith stated we had talked about this before. This is something to do with the ordinance that was originally signed to create the parks board. It has section 2.215 and states that duties of the secretary. It states to appoint a town employee shall act as secretary for the board and not be a member. The last city employee that we had as a member was Jamie and Jamie left and we ended up not finding another city employee that would come in and do it, so we ended up using one of the board members that stepped up to be the secretary. The board talked about it and do not think it is going to be possible to find a city employee to come and do that role as secretary. Renee Cannon is a part-time city employee, and she is the secretary, and she is board member, and it has worked out. Renee is fantastic in both roles. As a board member she has great ideas. She also does a wonderful job as secretary. He would really hate to lose her in wither position. He is asking the council if we could change the ordinance to allow a board member to be the secretary. Jamie spoke and explained that being a full-time employee it was to much for her to keep up the role as secretary and her full-time position duties. Mayor Greer asked about the minutes and keeping up the website. Councilman Smith said Jamie also did a great job too. Mayor Greer stated to find someone to serve on any of the boards is difficult. Councilman Smith said the Parks Board is a little different because we have activities in the park like music on main and a lot of the board members will actually come out and help work the events. Mayor Greer asked what the reason to not allow us to do this? Councilman Thompson stated he thinks it is just old writing. Vice Mayor Kerrigan stated that the reason was, so they had access to our web pages. Councilman Thompson said he sees no reason why we could not let Renee continue acting as secretary.
25. Christmas Parade Discussion – Councilman Smith stated that this was added to the agenda to talk about changing the route a little bit this year. Mayor Greer stated that the route will be reversed. It will be better for the line up and for traffic issues. The parade will start on the north end of the Tennessee Waltz Parkway and turn right onto Main St and come back to Tennessee Waltz Parkway and make the right there and then back down to the start point. Mayor Greer asked the Chiefs if it would help the traffic flow more this way? They agreed it is safer and the shoulders are wider for the line up on the other end as well. The Christmas Parade will be on December 7th this year at 5 PM. Mayor Greer announced the Grand Marshall for the Parade this year will be former Mayor Mary Grey Jenkins.
26. Amendment 2 of Contract 77734-100 - Police Dept. – Chief Ray stated that it is another academy amendment that they have apologized for but needed to make more changes.
27. City Police Department Shooting Range Discussion – Chief Ray stated that they want to add a shooting range, and they want to know where we are in the decision. They had a visual on the screen of the location they are suggesting. They are asking if this location is ok or do, they need the mayor to look for another property to add it? This is something that is necessary and they really need it. They have spoken to people who build ranges, and they say because of the berm and the woods that are around the area in question should muffle the sound. Chief said for them it is the perfect spot for it. Councilman Smith asked how tall the Berm would be, and they answered they are not sure at this time. Chief said it will be taller than the berm at the bypass. They have talked to Mayor about going and looking at the city of Dickson's range which has been placed at the edge of one of their biggest parks in the city for 30 years. They have also built a school very close to that range as well. Councilwoman Binkley asked where are the ball fields going to be compared to the range? Josh Wright came up and pointed out where everything is placed for the new Sports park in comparison to the gun range location. Council asked questions about how often the range would be used. The range would not be public use at all and they would not be using it 5 days. Ty of the direction of the shooting and when the

range would be in use and not having it used during other events. The police are not opposed to another location, but they just need to find one. Cheatham County Sheriffs would have access to it as well. Chief Ray stated they want to be good neighbors, but they want to have ownership of it and control the use.

28. Thrive 55+ - Tai Chi Instructor Discussion – Tammany stated that she is looking to sign a contract with Anna Winberg for Tai Chi. She will be taking the place of Lindy Murff. Anna holds the credentials to do Tai Chi which is an evidence-based program. She is also able to do the sales class too.
29. Resolution/Ordinance Discussion – Mary Molepske (city recorder) stated that she has received some questions on how the ordinances and resolutions have been presented in the council meetings. She did some research and found that in our Charter this is the correct way of presenting them. Any ordinance that repeals or amends existing ordinances shall set forth, at length, the sections or subsections repealed or amended. Every ordinance, except an emergency ordinance, shall be approved on two (2) readings, not less than one (1) week apart, and shall become effective twenty (20) days after final approval unless its terms provide a later effective date. Every ordinance shall be read by reading the title unless there is a motion by the Council to read the entire ordinance; the second reading may be by title only, except that any amended provisions shall be read in full. Each resolution shall be read in full one (1) time unless the Council, by motion, elects to waive the formal reading, and shall become effective when adopted unless its terms provide otherwise. To meet a public emergency affecting life, health, or property, an emergency ordinance may be adopted on two (2) readings on separate days and shall become effective immediately, by the affirmative votes of a majority of the members of Council, if the ordinance contains a full statement of the facts creating the emergency, provided that any emergency ordinance shall be effective for only ninety (90) days. No emergency ordinance shall be passed that grants franchises, levies taxes, or gives special privileges. (b) The Council shall have the general and continuing ordinances of the City assembled into an official code of the City, a copy of which shall be kept currently up to date by the City Recorder and shall be available to the public. Following the adoption of the official code all ordinances shall be adopted as additions to, deletions from, or amendments to the code. Moving forward the mayor still wanted the department heads to come up to the podium but I will read the title of the ordinance and if there are no other questions by the council that need answers we can vote on it. There is not a reason for the department head to have to go over it again if it was spoken on at workshop. Councilman Adkins stated that he likes that we would read the title of the ordinance or resolution because we are live streaming the meetings and there may be people out there watching and wondering what we are doing. He stated that out of transparency that is a good idea. When I first came on board, I was told not to give the ordinance or resolution a number unless it was passed but I learned at TAMCAR that we should be giving them a number to present at council and written in the books, so we have a record of anything that has failed. We would just mark it failed in the record book.
30. Volunteer State Community College Contract - Fire Department – Chief Walker stated that Jennifer has looked over the contract and it is for Vol State community college to come to our stations and teach training for advanced EMTY and Regular EMT. This contract requires a signature so we can't sign it so they have to bring it to council. It is \$ 1400.00 and it is covered by our federal grant that we have.

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

31. Ashland City Fire Dept- Equinox Quote – Chief Walker stated last month Chief Noe told council about the price and the original price we had for all 4 of them to be installed was \$ 146,073.00. This is on tips and that is a bid council, which is when the bid these out all over the United States and if you go with one of their bids, you do not have to bid it out. He called and asked why the cost was higher than what we budgeted for, and it was due to an increase in inflation. She did take \$ 3,000.00 off the cost. So it will be \$ 70, 345.00 and that is off of their labor it is not off the bid. They would come here and do a study and see exactly what the best location would be, we have some ideas of where we think they need to go but the sound stu

will determine if that is correct. It would still use our main controls at station 1 for the additional warning sirens. Councilman Thompson asked how much was set aside in the budget for this? Chief Walker thinks it was \$ 60,000.00 or something close to that amount. He hopes it is in there but we would need to pay the electrical hook up as well.

OTHER

ADJOURNMENT

A motion was made by Councilman Thompson, seconded by Vice Mayor Kerrigan to adjourn the meeting. The meeting adjourned at 7:32 PM.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

RESOLUTION 2024- 27

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE
WAGE AND SALARY POLICTY GOVERNING EMPLOYMENT WITHIN THE TOWN
OF
ASHLAND CITY BY AMENDING SECTION VI.
EMPLOYEE CLASSIFICATIONS SUBSECTION 1.**

WHEREAS the City Council desires to clarify flex time.

WHEREAS Section VI, Subsection 1, Flex Time shall remain in full effect but have the addition at the end of the Paragraph the following sentence:
“No flex time will be earned while the employee is on vacation time.”

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF
ASHLAND CITY, TENNESSEE** that the Wage and Salary Policy is hereby amended
and
approved with the addition of the one sentence to the end of Section VI, Subsection 1,
Flex Time.

Approved this the 19th day of November 2024.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE NO. 632

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 AND 021.00 OF CHEATHAM COUNTY TAX MAP 055, LOCATED AT THE CORNER OF WILLOW ST AND ELIZABETH ST

WHEREAS, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on October 07, 2024, with a recommendation for approval.

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

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

The parcels included on Tax Map 055, Parcel 020.00 and 021.00, located at the corner of Willow Street and Elizabeth Street be rezoned from R-3 (Low-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of October 2024. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on October 07, 2024.

First Reading: November 19, 2024
Second Reading: December 12, 2024

ATTEST:

Mayor

City Recorder



ORDINANCE 630

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE.

WHEREAS, The Town of Ashland City created a Parks and Recreation Advisory Board by Resolution 2016-02 on February 9th, 2016, and Ordinance 536 establishing Title 2 Chapter 2 for a Park and Recreation Advisory Board.

WHEREAS, Section 2.215 sets for the Duties of the Secretary and requires a town employee to serve in this position;

WHEREAS, the Council does not believe that it is necessary to have an employee serve in this capacity and desires to amend this section.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Section 2.215 is deleted in its entirety and replaced as follows:

Duties of the Secretary. A board member shall be elected by the board to act as the Secretary for the Board. The Secretary will prepare the agendas, notify Board members of all meetings as well as special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings, maintain and ensure that that the minutes and records are sent to the City Recorder for the Town of Ashland City. Any advertisement for meetings shall be coordinated between the Secretary and the City Recorder.

All other provisions of Title 2, Chapter 2 shall remain in effect.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

First Reading: October 8, 2024

Second Reading: November 19, 2024

Mayor Gerald Greer

City Recorder Mary Molepske

Voting in Favor _____

Voting Against _____

Attest:

WHOLESALE WATER PURCHASE AGREEMENT

This **AGREEMENT** for the sale and purchase of water is entered into as of the ____ day of _____, 2024, between **THE PLEASANT VIEW UTILITY DISTRICT OF CHEATHAM COUNTY, TENNESSEE**, a Tennessee Utility District located in Cheatham County, Tennessee, hereinafter referred to as “Seller,” and **ASHLAND CITY**, a municipality located in Cheatham County, Tennessee, hereinafter referred to as “Purchaser.” It is hereby agreed by and between Seller and the Purchaser as follows:

ARTICLE ONE
BACKGROUND

Purchaser and the Seller each provide water to customers within their respective service areas, which are adjacent to each other in Cheatham County, Tennessee. Purchaser and Seller wish to establish an interconnection of their systems and to document the terms upon which Purchaser may purchase water from Seller from time to time to meet Purchaser’s water requirements.

ARTICLE TWO
DEFINITIONS

Unless the context shall clearly indicate some other meaning or may otherwise require, the terms defined in this Article shall, for all purposes of this Agreement and of any agreement or other instrument amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the singular and plural forms of any terms herein defined, unless otherwise specifically provided herein.

- 2.1 “Agreement” means this Wholesale Water Purchase Agreement.
- 2.2 “Effective Date” shall mean the date first written above.
- 2.3 “EPA” means the United States Environmental Protection Agency.
- 2.4 “Force Majeure” means an occurrence that affects the respective duties and obligations of the Parties hereunder, which duties and obligations shall be suspended while and so long as performance thereof is prevented or impeded. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, which result in evacuation of the affected area, floods, droughts, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures that cause freezing or failure of lines of pipe; (iii) acts of others, such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; (iv) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction; and (v) any other cause beyond the control of the Party from whom the performance was due.
- 2.5 “Interconnection Point” shall mean that certain service point at which Seller and Purchaser Systems connect, namely that certain metering site located at Valley View Road.
- 2.6 “Monthly Service Charge” shall have the meaning ascribed in Section 4.1 of this Agreement.

- 2.7 “Party” or “Parties” means those entities that have executed this Agreement, and their successors or assigns.
- 2.8 “Purchaser’s System” shall mean the water system owned and operated by Purchaser.
- 2.9 “Seller’s System” shall mean the water system owned and operated by Seller.
- 2.10 “TDEC” means the Tennessee Department of Environment and Conservation.

ARTICLE THREE
PURCHASE AND SALE OF WATER

3.1 Term of Agreement

This Agreement shall commence effective as the Effective Date and have an initial term of five (5) years from that Date. If neither Party gives notice of an intent to terminate this Agreement within 180 days of its scheduled termination date, then this Agreement shall continue on a year-to-year basis thereafter until terminated as set forth in Section 3.2 below.

3.2 Termination of the Agreement

Either party may terminate the Agreement upon 180 days’ written notice to the other party.

3.3 Delivery of Water; Water Quality and Pressure

(a) From and after the Effective Date, Purchaser may request and Seller may, but shall not be required to, deliver water to the Purchaser at the Interconnection Point in an amount sufficient to meet any requirements of Seller’s water customers. Seller shall use reasonable efforts to provide the water requested by Purchaser pursuant to this subsection (a), but Seller shall not be under any requirement to (i) maintain any specific level of water service capacity to meet Purchaser’s requests pursuant to this subsection (a), or (ii) provide water to Purchaser under this subsection (a) if the provision of water would impair Seller’s ability to meet satisfy the requirements of customers within its service area.

(b) The water delivered to the Purchaser hereunder shall meet all TDEC purity standards; provided that seller bears no responsibility for the contamination or deterioration of water quality or pressure occurring on Purchaser’s side of the Interconnection Point.

(c) Seller shall not be responsible for any waterlines or related facilities installed beyond the Interconnection Point, which such lines and facilities shall be the property of and the responsibility of Purchaser or the customers of Purchaser.

ARTICLE FOUR
MONTHLY SERVICE CHARGE; BILLING AND PAYMENT

4.1 General

In exchange for the delivery of water by Seller to Purchaser, Purchaser agrees to pay Seller, on a monthly basis, an amount equal to (i) the gallons of water provided by Seller to Purchaser during the preceding month, measured in thousands of gallons, times (ii) \$3.40, which is the current wholesale water rate as established by the Seller. Purchaser agrees to pay the wholesale water rate in effect at the time that water is conveyed to the Purchaser by the Seller, recognizing that the whole water rate may change from time to time, as determined by the Seller in its sole discretion.

4.2 Billing and Payment Dates

Seller shall prepare an invoice not later than the last day of each month that specifies the Monthly Service Charge relating to water delivered in the preceding month, and deliver said invoice by the 10th of the following month. Seller shall provide supporting documentation acceptable in industry practice to support the amount charged. Purchaser shall remit the amount due to Seller on or before the last day of the month in which the invoice was delivered. If Purchaser fails to remit the full amount payable when due, a 10% penalty shall be assessed on the unpaid portion of such amount and interest on the unpaid portion shall accrue from the date due until the date of payment at an annual rate of interest on the unpaid portion of the bill equal to the maximum applicable lawful interest rate.

4.3 General

Purchaser shall pay for all water which passes through Seller's meter at the Interconnection Point, and no adjustment shall be made for water line breaks, water line leaks, the fighting of fires or other water uses within Purchaser's System.

ARTICLE FIVE
COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 Seller Representations

Seller represents and warrants to Purchaser that:

(a) Seller is a public corporation of the State of Tennessee, duly organized and validly existing under the laws thereof, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform this Agreement.

(b) The execution, delivery, and performance by Seller of this Agreement have been duly authorized by the governing body of Seller and do not and will not require, subsequent to the execution of this Agreement by Seller, any consent or approval of the governing body or any officers of Seller.

(c) This Agreement is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be subject to, (i) the exercise of judicial discretion in accordance with general principles of equity and, (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) There is no pending or, to the knowledge of Seller, threatened action or proceeding affecting Seller that purports to affect the legality, validity, or enforceability of this Agreement as in effect on the date hereof.

(e) Seller has, and covenants to maintain, all federal, state and local government regulatory approvals and permits, all licenses, and other rights necessary to perform its obligations under this Agreement.

5.2 Purchaser Representations

Purchaser represents and warrants to Seller that:

(a) Purchaser is a public corporation of the State of Tennessee, duly organized and validly existing under the laws thereof, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform this Agreement.

(b) The execution, delivery, and performance by Purchaser of this Agreement have been duly authorized by the governing body of Purchaser and do not and will not require, subsequent to the execution of this Agreement by Purchaser, any consent or approval of the governing body or any officers of Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to, (i) the exercise of judicial discretion in accordance with general principles of equity and, (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) There is no pending or, to the knowledge of Purchaser, threatened action or proceeding affecting Purchaser that purports to affect the legality, validity, or enforceability of this Agreement as in effect on the date hereof.

(e) Purchaser has, and covenants to maintain, all federal, state and local government regulatory approvals and permits, all licenses, and other rights necessary to perform its obligations under this Agreement.

5.3 Seller Covenants.

(a) Seller represents and warrants that its facilities comply with all applicable regulatory standards of EPA and TDEC.

(b) Seller, through its staff, or others employed by them, covenants to use its best effort to provide all of the operation and maintenance requirements of its water transportation and treatment facilities, and to maintain these facilities in good repair and working condition, and to satisfy the regulations of any governmental agency or authority having jurisdiction over it. Seller covenants and agrees to notify Purchaser as promptly as possible of all emergency and other conditions that may directly or indirectly affect the quality, quantity or pressure of water required to be delivered hereunder.

(c) Seller shall supply, upon request, any and all water quality analysis reports available to Seller regarding the water supplied to Purchaser.

5.4 Purchaser Covenants

The obligation of Purchaser to make payments to Seller hereunder shall be absolute and unconditional and shall not be suspended or discontinued for any cause whatsoever. Purchaser covenants to punctually make the payments required of it hereunder, free of any deduction, and without abatement, diminution or set-off of any sort. Purchaser covenants and agrees that it will at all times charge its customers rates sufficient to provide for the payment of all amounts payable hereunder, for the payment of all other operating expenses payable by Purchaser in connection with the operation of its water distribution system, and for the payment of all amounts payable, or required to be reserved, in connection with bonds, notes or other debt obligations issued by Purchaser from time to time.

ARTICLE SIX MEASURING EQUIPMENT

6.1 General

Seller shall operate and maintain one or more billing meter(s) to measure the water flow at the Interconnection Point. Seller shall have the discretion to choose the type of billing meter, provided that all such meters shall meet applicable American Waterworks and Wastewater Authority standards. The Purchaser shall have the right at all reasonable times to inspect such water meter(s) and to conduct such tests as may be appropriate to assure that such meter(s) are accurately metering the flow at the Interconnection Point. Purchaser shall have the right to have its own representatives read said meter(s) daily, and Seller shall have a representative present therefor, provided that Seller and the Purchaser shall have the right to read said meter(s) at any other times within a calendar month as may be mutually agreeable.

6.2 Seller to Supply Official Record

For the purpose of this Agreement, the official record of readings of the meter or meters shall be the journal or computer record or other record book of Seller in its office in which the records of its employees or agents who take the readings are or may be maintained. Upon written request of the Purchaser, Seller will give the Purchaser a copy of such journal or record book entry or permit the Purchaser to have access thereto in the office of Seller during regular business hours.

6.3 Testing; Meter Accuracy

At least once in each calendar year, Seller shall have an independent certified meter expert test its meters measuring water flows delivered for transmission at the Interconnection Points. Seller shall give the Purchaser at least forty-eight (48) hours advance notice of such test so that a representative of the Purchaser may have the opportunity to be present. Seller and the Purchaser shall jointly observe any necessary adjustments.

Upon the request of the Purchaser, Seller shall schedule certification of a particular meter or meters by a certified meter expert and shall give the Purchaser such advance notification thereof as is reasonable under the circumstances. In the event that such certification shows that the meter is accurate within a range of +5% to -5%, the Purchaser shall pay the costs thereof. In the event such certification shows that the meter is not accurate within a range of +5% to -5%, Seller shall pay for the certification and provide for making repairs to such meter(s).

To adjust billing for a certification that is not accurate within such range, Seller and the Purchaser shall review available data to determine as accurately as possible the date upon which the inaccuracy

began. Upon making such determination, the readings for the one year period prior to such date shall be reviewed together with data relating to an increase or decrease in use for the period from one year prior to discovery of the problem to the then present time. Billing for the period of time during which the problem persisted shall then be calculated upon such data.

6.4 Cost of Metering

The Parties agree that the Purchaser shall install, and be responsible for all costs of installing, all meter facilities required by Section 6.1. The Seller shall be responsible for routine and ongoing maintenance of any such meter or meter facilities. If, in the opinion of the Seller, a meter or meters need to be replaced, the Purchaser shall bear the cost of replacing the metering facilities.

ARTICLE SEVEN FORCE MAJEURE

In case any Party by reason of Force Majeure shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party, within twenty-four (24) hours of the commencement of such Force Majeure, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned Force Majeure; provided, however, the Party unable to perform shall use its best efforts and act in good faith to avoid, overcome or minimize the impediment. No Force Majeure, which renders any of the Parties unable to perform under this Agreement, shall relieve Purchaser of its obligation to make payments to Seller as required hereunder.

ARTICLE EIGHT DISPUTE RESOLUTION

If Purchaser chooses to dispute all or any part of any billing or payment arising under terms of this Agreement, Purchaser nevertheless shall pay the full amount of any such billing or payment when due. Purchaser shall also include with such payment written notification to Seller that there is a dispute of the billing or payment amount, the grounds for the dispute, and the amount in dispute.

ARTICLE NINE DEFAULT; REMEDIES

In the event any Party breaches or fails to perform any obligation of this Agreement, the other Party, after expiration of the time set forth in the notice to cure, may seek declaratory relief, a writ of mandamus, or sue for specific performance of the obligation and may seek both a temporary and permanent mandatory injunction requiring performance by the defaulting Party or a temporary or permanent order restraining the defaulting Party. In addition, and as a part of the same proceeding, if prevailing, and to the extent permitted by applicable law, the aggrieved Party may recover attorneys' fees incurred and may recover for the actual loss of any net revenues during the period of default caused by the other Party's failure of performance of this Agreement. In no event shall any Party be entitled to sue for or recover any consequential or punitive damages. Specific performance, declaratory or injunctive relief, recovery of damages for loss of net revenues, and reasonable attorney's fees, shall be the sole remedies of the plaintiff Party against the defaulting Party.

Each Party to this Agreement shall have the affirmative duty to use its best efforts in good faith to minimize or mitigate any losses or damages arising from a breach of this Agreement.

Any Party defaulting shall be given written notice thereof by the other Party, and such defaulting Party shall have thirty (30) days to cure such default; provided however, that this cure provision shall in no way apply to Purchaser's failure to timely pay amounts owed under this Agreement.

ARTICLE TEN
AUDITS, RECORD KEEPING, AND REPORTS

10.1 Maintenance and Inspection of Records and Reports

Seller shall maintain accounting records for Seller's System in accordance with generally accepted accounting principles. All books and records of Seller relating to this Agreement shall be available to Purchaser for inspection at all reasonable times. Purchaser shall keep similar records for its system and shall make them likewise available.

Purchaser shall have the right, upon reasonable notice and at reasonable times during normal business hours, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. Purchaser shall bear all the costs of performing its verification. Such records, audits and reports of Seller as may be pertinent to the performance of this Agreement and the calculation of the Monthly Service Charge shall be made available for inspection to any duly authorized representative of the Purchaser at reasonable times, during normal office hours, at Seller's offices.

ARTICLE ELEVEN
MISCELLANEOUS PROVISIONS

11.1 Applicable Law

The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee regardless of the conflict of laws principles therein.

11.2 Additional Documents and Actions. Each Party agrees to execute and deliver from time to time such additional documents, and take such additional actions, as may be reasonably required by the other party to effect the purposes of this Agreement.

11.3 Notices and Evidence of Actions

All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States Mail, by certified mail, return receipt requested, postage prepaid. Notices or communications delivered or mailed to any Party shall be addressed to the principal office of such Party as follows:

To Purchaser:
Pleasant View District of Cheatham County, Tennessee
6589 Hwy 41A
Pleasant View, TN 37146
Attention: Stephen Ayres, General Manager

To Seller:
Ashland City, Tennessee
233 Tennessee Waltz Parkway, Suite 103
PO Box 36
Ashland City, TN 37122
Attention: Gerald Greer, Mayor

11.4 Severability

If any article, section, term, or provision of this Agreement becomes or is declared to be illegal, invalid, void or unenforceable by any court or arbitrator having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other article, section, term, provision, agreement or covenant of this Agreement; provided, however, that if such severability materially changes the economic benefits of this Agreement to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

11.5 Non-Assignability

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective heirs, successors, assigns, and legal representatives; provided, however, neither Party shall assign this Agreement without the prior written consent of the other Party. Whenever an assignment or a transfer of a Party's interest in this Agreement is required to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party, and, upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

11.6 Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

11.7 Modification and Amendment

Unless otherwise provided herein, no modification, amendment, or other change to this Agreement or the Exhibits will be binding on any Party unless consented to in writing by both Parties, which consent may be granted or withheld in the sole discretion of such Party.

11.8 Entirety of Agreement.

This Agreement, including the Exhibits hereto, sets forth all understandings between the Parties respecting the subject hereto, and supersedes any and all prior negotiations, contracts, understandings and representations, whether oral or written, relating to the matters covered by this Agreement.

11.9 Waivers.

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.10 Exhibits

All exhibits referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

SELLER:

PLEASANT VIEW UTILITY DISTRICT OF
CHEATHAM COUNTY, TENNESSEE

PRESIDENT OF THE BOARD OF COMMISSIONERS

Attest:

SECRETARY OF THE BOARD
OF COMMISSIONERS

PURCHASER:

ASHLAND CITY, TENNESSEE

MAYOR OF ASHLAND CITY

Attest:

ASHLAND CITY RECORDER

Approved As To Form:

ASHLAND CITY ATTORNEY

ORDINANCE # 629

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 24/25 FISCAL YEAR

WHEREAS, the Town of Ashland City has accepted a bid for street paving that was higher than anticipated in the annual budget. As such the Mayor and Council wishes to amend the budget to allocate the appropriate funds in order to fund these street paving projects; and,

WHEREAS, the Mayor and Council appropriates \$15,000 to the Thrive 55+ department in the General Fund budget for the parking lot paving project out of the fund balance; and,

WHEREAS, the Mayor and Council appropriates \$104,150 to Street Aid to for paving streets from the Street Aid Fund balance.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee, that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted:

	<u>Beginning Budget</u>	<u>Ending Budget</u>
<i>General Fund</i>		
Thrive 55+	\$751,475.00	\$766,475.00
<i>Street Aid Fund</i>		
Highways and Streets	\$ 200,000.00	\$ 304,150.00

1st reading 10-08-2024
Public Hearing 11-19-2024
2nd reading 11-19-2024

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

RESOLUTION 2024 - 23

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$4,460,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF CITY HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the "Municipality") that for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds, the Municipality shall issue bonds in a par amount not to exceed \$4,460,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 19th day of November, 2024.

Mayor

ATTEST:

City Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its November 19, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 19th day of November, 2024.

City Recorder

(SEAL)

37808240.1

RESOLUTION 2024 - 25

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$4,460,000; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council adopted an Initial Resolution authorizing the bonds described herein on the date hereof (the “Initial Resolution”); and

WHEREAS, the United States of America, acting through Rural Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated June 4, 2021, as amended on April 8, 2024, and as may be thereafter amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1. Authority. The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$4,460,000 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the construction, improvement, repair, renovation and equipping of City Hall as described in the Letter of Conditions and costs related to the foregoing.

Section 3. Authorization of Terms and Sale of the Bond.

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$4,460,000 (the “Bonds”). The Bonds may be issued as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
 - a) finance the costs of the Projects (including any reimbursement thereof);
 - b) retire the principal of and, with the consent of Rural Development, interest on the Notes, or any other interim financing issued, executed and/or delivered by the Municipality in anticipation of the issuance of the Bonds, whether such interim financing be in the form of notes, loan agreements or other forms of indebtedness; and
 - c) pay costs of sale and issuance of the Bonds.

2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.

3) Each Bond shall be dated the date of its delivery.

4) Each Bond shall bear interest at a rate not to exceed 3.50% per annum and shall be payable in not more than 40 equal annual installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$208,862. The first installment of debt service on each Bond shall be due and payable one year following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each year thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$4,460,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness." The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND, SERIES _____

R-1

\$_____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$_____, with interest on the unpaid balance hereof at the rate of _____% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in _____ consecutive installments of principal and interest in the amount of \$_____ each. The first installment shall be due and payable on _____, and all subsequent installments shall be due and payable on _____. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying the cost of the construction, improvement, repair, renovation and equipping of City Hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the ____ day of _____, 20__ (the "Resolution").

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this ____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

Section 8. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

Section 9. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

Notwithstanding anything herein to the contrary, the Bonds may be issued to retire interim financing for the Project, other than the Notes, that was authorized pursuant to other resolution(s) of the Municipality, all in accordance with and in the manner provided by applicable State law, and the Mayor and City Recorder are hereby authorized to take such actions and execute and deliver such documents necessary to effect the same.

Section 10. Federal Tax Matters. Notwithstanding anything herein to the contrary, at the Mayor's discretion, the Bonds and/or the Notes may be issued as either federally tax-exempt or federally taxable obligations. If the Bonds and/or Notes are issued on a federally tax-exempt basis, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Internal Revenue Code (the "Code"), and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. If applicable, the Municipality further covenants with the registered owners from time to time of the Bonds and the Notes that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

If and to the extent applicable, the Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and adopt such policies and procedures that may necessary or advisable in order to comply with the provisions of this section.

Section 11. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 13. Modification of Resolution. The terms, covenants and agreements set forth in this resolution may only be modified or amended by resolution of the Governing Body, when consented to in a prior writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 14. Defeasance. So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 15. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality's debt management policy.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 19th day of November, 2024.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its November 19, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 19th day of November, 2024.

City Recorder

(SEAL)

37808044.1

TOWN OF ASHLAND CITY

Fire Department

Subject: Firefighter Back Pay Summary

Date: [11-7-2024]

This document serves as a summary of the back pay owed to the firefighters of the Town of Ashland City Fire Department for the period extending back 24 months. The calculations reflect the pay for firefighters who are currently or have worked under a shift schedule of 24 hours on duty followed by 48 hours off, during the designated period.

This correction comes as a result of it being brought to our attention that it was necessary to compensate employees for their lunch break, which had previously been left off the timesheets. As these employees remain on call for response during this period, they should have been compensated for the full 24-hour shift. The issue has now been resolved going forward by adjusting the shift length from the previous 23.5 hours to a full 24 hours per shift.

The back pay has been calculated based on the total hours worked, broken down into straight time and overtime, depending on the nature of the work performed during each pay period.

Back Pay Breakdown

- **Straight Time: \$6,787.80**
This amount reflects the standard pay for hours worked during the regular shift schedule.
 - **Overtime: \$19,346.95**
This amount reflects the additional pay for hours worked beyond the regular shift schedule, calculated as overtime.
-

Total Back Pay Due:

\$26,134.75

This total amount has been calculated and processed for each firefighter who meets the criteria of having worked shift work during the specified period. All calculations were made in accordance with the agreed-upon pay structure and policies of the Fire Department.

Thank you for your continued dedication and service to the Town of Ashland City.

ORDINANCE # 631

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 24/25 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$ 26,134.75 to General Fund for 24 Months of Back Pay in the Fire Department.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee, that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Budget</u>	<u>Ending Budget</u>
Fire Department	\$ 2,832,700.00	\$ 2,858,834.75

1st reading **11-19-2024**

Public Hearing **12-10-2024**

2nd reading **12-10-2024**

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

RESOLUTION 2024 – 26

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO PARTICIPATE IN THE TENNESSEE DEPARTMENT OF SAFETY GRANT FOR \$ 10,000 DOLLARS.

WHEREAS High Visibility Enforcement (HVE) will be conducted at “Hot Spot Locations identified through analysis of crash, citation, crime, and other data, And;

WHEREAS Roadways with high traffic volumes will be targeted to ensure that the motoring public not only notice law enforcement, but also see agencies making traffic stops, and;

WHEREAS grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing(required), ARIDE (suggested), Drug Recognition Expert (suggested), and Radar/LIDAR (required), and;

WHEREAS Grant funds may also be allocated to purchase supplies and equipment (described in the budget section) for use in addressing behavioral safety related problems (equipment costing \$ 10,000 or more must be approved by the THSO and NHTSA).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Ashland City Police Department is approved to participate in the Tennessee Highway Safety Grant.

We, the City Council, meeting in Regular Session on this the 19th day of November, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder



BILL LEE
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
TDD (615) 744-4001



DAVID RAUSCH
Director

Management Control Agreement
Ashland City Information Technology Division and Ashland City Police Department

This agreement is entered into on the effective date hereinafter set forth and between the parties signatory hereto.

As used in this agreement, unless otherwise required by context, the terms "criminal justice information systems" and systems refers to the criminal information systems and attached devices managed, maintained and operated by the: 1) Tennessee Bureau of Investigation (TBI), inclusive of the Tennessee Information Enforcement System (TIES) and the Tennessee Crime Information System (TCIS); 2) Federal Bureau of Investigation (FBI), inclusive of the National Crime Information Center (NCIC) and Interstate Identification Index (III) systems; and 3) collective body of states, inclusive of the International Justice and Public Safety Network (Nlets).

As used in this agreement, unless otherwise required by context, the term "guidelines" refers to the comprehensive collection of standards specifically referenced in federal and state laws, rules, regulations, policies and procedures, with regards to the aforementioned systems. In addition, the CJIS Security Addendum appended hereto is incorporated by reference and made a part hereof, as if fully appearing herein.

The Ashland City Information Technology Division does not meet the definition of a criminal justice agency as contained in Department of Justice (DOJ) regulations pertaining to management of criminal justice information systems in Title 28, Code of Federal Regulations, Part 20, Subpart A.

Whereas these systems are dedicated solely to the storage and retrieval of criminal justice information and access of these systems and use of information obtained from these systems is specifically restricted to criminal justice agencies; and,

Whereas the Ashland City Information Technology Division seeks authorization to use these criminal justice information systems in performing those duties exclusively authorized by federal and state law.

Therefore, this Management Control agreement exists between the signatory parties to ensure that the guidelines incumbent upon all criminal justice agencies relative to the use of these systems are wholly adopted and adhered to by the Ashland City Information Technology Division and adequately promulgated, monitored and enforced by the Ashland City Police Department, Chief of Police.



SINCE 1994

Management Control Agreement

Page 2 of 3

INTERNATIONALLY ACCREDITED

As evidenced by the authorized signature(s) affixed hereto, the Ashland City Information Technology Division agrees to delegate the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to guarantee the delivery of such level and priority of information systems service as is needed by the criminal justice community and as may be required by those guidelines.

As evidenced by the authorized signature(s) affixed hereto, the law enforcement official(s) agrees to accept the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to assume responsibility for exercising management control as may be required by those guidelines.

Management control is herein defined as the authority to set and enforce priorities for the: 1) operation of those hardware and software components used to access the aforementioned criminal justice systems; and 2) utilization of communication circuits and devices connecting components to those systems. Specifically, any request regarding use of said components or systems for non-criminal justice purposes will be evaluated and, if approved, subsequently prioritized by the law enforcement officials to protect the interests of the criminal justice community.

Management control is further herein defined as the authority to set and enforce basic standards for the selection and supervision responsibilities of the non-criminal justice agency, relative to only those personnel who may be designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems. Those standards, set forth in the rules of the Tennessee Crime Information Center (Chapter 1395-1-1) establish: 1) minimum qualifications for employment as contained in Tennessee Code Annotated (TCA); 2) background investigation requirements for those persons meeting employment qualifications; and 3) TBI's network training and certification requirements for authorized system usage. The standards pertaining to supervision responsibilities may require action by the non-criminal justice agency up to and including, complete and permanent restriction of an employee from any position designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems.

Finally, management control is herein defined as the authority to set and enforce policy governing the operation of the hardware and software components, telecommunications circuits, and systems referred to in this agreement. Those policies are contained in the published guidelines of TBI, FBI and Nlets and include the restrictions applicable to agency personnel regarding matters of access and dissemination limitations.

Ashland City Information Technology Division expressly retains complete authority to set and enforce: 1) priorities for the operation and use of any component, circuit or computer system not herein referenced; 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

This agreement shall not become effective until reduced to writing and executed by both parties hereto, and may be altered or amended at any time by the mutual agreement of the parties.

This agreement shall continue in effect until terminated by the unanimous consent of the parties hereto or superseded by a subsequent agreement issued by TBI.

Relinquishing Management Control, as outlined in this agreement:

Gerald Greer, Mayor
Ashland City, TN

Date

Accepting Management Control, as outlined in this agreement:

Kenneth Ray, Chief of Police
Ashland City Police Department

Date

Approved: Tennessee Bureau of Investigation

Kenneth Blue, CJIS Systems Officer
Tennessee Bureau of Investigation

Date

David Rausch, Director
Tennessee Bureau of Investigation

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS010	Edison ID 83659 (OP)		
Grantee Legal Entity Name Ashland City Fire Department			Edison Vendor ID 1534		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.616			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Parent Trainer Demonstration Seat					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$15,000.00			\$15,000.00
TOTAL:		\$15,000.00			\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Ashland City Fire Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Ashland City Fire Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Occupant Protection Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan. Services may include child passenger safety centers that are equipped with personnel that can install and provide car seats, and conduct car seat safety checkpoints; law enforcement activities related to seat belt and child restraint usage; administering of curriculum for National Highway Traffic Safety Administration (NHTSA) child passenger safety training and certification; and evaluation of child passenger safety training and seat belt usage.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports

Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the

purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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

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

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

The State:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Tracey Knack, Administrative Assistant
 Ashland City Fire Department
 101 Court Street
 Ashland City, Tennessee 37146
 Email Address: tknack@ashlandcitytn.gov
 Telephone #: (615) 792-4531
 FAX #: 615792-7100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Ashland City Fire Department:

GRANTEE SIGNATURE

DATE

Gerald Greer, Mayor, Town of Ashland City

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Ashland City Fire Department
Subrecipient's Unique Entity Identifier (SAM)	RM2DQHW23C29
Federal Award Identification Number (FAIN)	69A3752430000405BTNH
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$957,117.80
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

GRANT BUDGET

Agency Name: Ashland City Fire Department

Project Title: Parent Trainer Demonstration Seat

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2024 END: 09/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$15,000.00	\$0.00	\$15,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.00	\$0.00	\$15,000.00

1. Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I, Gerald Greer, as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

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

for the 2024-2025 grant awarded by the Tennessee Highway Safety Office. The following individual or
individuals are entitled to sign all grant related documents on behalf of my organization.

Tracey Knack, Administrative Assistant
Name and Title (Printed)

Signature

James Walker, Chief
Name and Title (Printed)

Signature

Derek Noe, Deputy Chief
Name and Title (Printed)

Signature

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

Signature of Person Granting Authority

Date

September 12, 2024

Re: Tennessee Highway Safety Office FFY 2025 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2025 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2024 through September 30, 2025.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2024. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

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

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

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


Buddy Lewis
Director

RESOLUTION 2024 – 25

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO PARTICIPATE in the Grant Contract between the State of Tennessee Department of Safety and Homeland Security.

WHEREAS, the Grant Contract between the State of Tennessee, Department of Safety and Homeland Security, hereinafter refer to as the “State” or “Grantor” and Town of Ashland City Fire Department as the “Grantee”, is for the provision of implementing a highway safety grant, as further defined in the “SCOPE OF SERVICES AND DELIVERABLES.”

WHEREAS the Grantee shall provide the scope of services and deliverables as Required. The general requirements are the Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly form specified by the state for the quarters of the Federal Fiscal year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in to the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown in the contract.

WHEREAS the Grantee shall undertake Occupant Protection Highway Safety project(s) as defined in the Tennessee Highway Safety Plan. Services may include child passenger safety centers that are equipped with personnel that can install and provide car seats and conduct car safety seat administering of curriculum for the National Highway Traffic Safety Administration (NHTSA) child passenger safety training and certification, and evaluation of child passenger safety training and seat belt usage.

WHEREAS all manufactured products used in implementing the project which is funded under this grant are produced in the United States, in accordance with section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat 2097), unless the Secretary of Transportation has determined that it is appropriate to waive this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Ashland City Fire Department is approved to participate in the Department of Safety and Homeland Security Grant.

We, the City Council, meeting in Regular Session on this the 19th day of November, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____ Voting Against _____

Attest:

Mayor

City Recorder



3250 West Big Beaver Ste., 544 Troy, MI 48084 248-643-7200 Fax 248-643-4540

Service Test Agreement

Fire Department: Ashland City Fire Department 402 N. Main Street Ashland City, TN 37015	P.O. Number: 	Annual Testing for Years: 2024/2025
Fire Department Contact: Captain Matt Waldron	Mobile/Emergency Contact Phone: 615-517-2921	Email: mwaldron@ashlandcitytn.gov

Test Season Requested: (circle)	Jan.-Mar.			Oct. – Dec.
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Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
14,000'	Option 1 All FireCatt Labor	\$0.43	\$6,020.00
Estimated Ground Ladder Footage:			
	Ladders tested simultaneously with hose	\$2.95	\$
Grand Total			\$6,020.00

Terms: Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. Due to the unpredictability of energy, travel, & labor expense post COVID-19, pricing is subject to annual cost of living adjustments or an appropriate surcharge. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a per department basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,080.00.

Fire Hose Testing Service Includes:

- Service pressure test per NFPA 1962 Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads

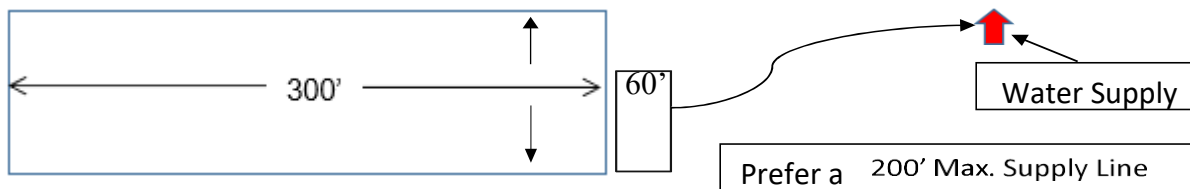
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade “Never Seize”
- Tag all defective hose, mark defect location on hose, remove from service
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

Ground Ladder Testing Service Includes:

- Service Test per NFPA 1932 Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

Customer Requirements:

At FireCatt, our number one goal is **100% customer satisfaction** while providing the fastest, safest, and **MOST** accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing **REQUIRES** a **collaborative approach** to ensure a successful testing program! **Therefore, the customer responsibilities are as follows:**



1. **Test Site:** Provide a paved site (asphalt or concrete – **grass or gravel are NOT acceptable**) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

NOTE: Fire hose WILL get wet during hose testing! The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

SAFETY: NFPA1962 is clear on safety, stating: “Because there is a potential for catastrophic failure during service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger.” It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

1. **Water Source:** Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes. **NOTE:** The FireCatt test system incorporates a check valve to prevent back flow to the fire hydrant water supply. If you require an additional back flow preventor at the hydrant it is up to the department to supply the back flow preventer.

2. **Rack/Spare fire hose:** The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to replace any apparatus hose that fails.

3. **Onsite Contact:** The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the departments responsibilities that include:
 - a. Driving apparatus includes driving out and laying Large Diameter Hose. **NOTE:** FireCatt personnel will NOT drive fire department apparatus!
 - b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
 - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
 - d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re- loaded your apparatus correctly and there is no damage to your apparatus.

4. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule **does not allow for returning to test out of service apparatus hose.**

5. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.

6. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.

7. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, **it is the fire department's responsibility to provide adapters.**

Any special requests or "change orders" outside of the FireCatt quotation/agreement MUST

8. Special Requests:

be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.

9. **Inclement Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.

10. **Cancellation, Delays, Unexpected Changes, and the *potential* for Additional Fees:**

The following conditions affect the efficiency of the hose testing process and are **subject to additional fees**.

- Last-minute cancellations.
- Hose dropped off that is tangled requiring additional time to untangle.
- Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water.
- Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
- Not providing adequate personnel when the fire department has elected to reload their hose.
- Time consuming efforts on the part of FireCatt to keep hose dry.
- Undersized or irregular shaped test sites that cause test process inefficiencies.
- Any other issue that negatively impacts test day efficiency.

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature: _____ Date: _____

September 24, 2024

Matt Waldron
Captain
Ashland City Fire Department
402 N Main Street
Ashland City TN 37015

RE: FireCatt - Sole Source Specifications

Matt:

FireCatt is the sole source supplier and owner of a **patented method** that incorporates computerized technology for **fire hose testing**.

FireCatt is the *first and only* company in the nation to offer a method with the following features:

- Electronic and computerized pressure transducers are used to monitor and regulate pressures.
- Air actuated and computerized valves are used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and that may expose personnel to unnecessary risk will not be permitted.
- Pressure release at the end of each test will be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while any hose is fully pressurized.
- Hydrant pressure will be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- An amber warning beacon will be illuminated at all times when a hose is pressurizing or at high pressure.
- Ten manifolds will be used, each with its own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- Air relief valves will be used at the end of each hose lay per manifold, and at the elbow at mobile test lab.
- Computerized digital pressure readouts will be used in order to eliminate subjective “needle bounce” of analog gauges.
- Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.

FireCatt is also the sole source supplier using the *only* load cell that is UL Certified to NFPA 1983 general use that we incorporate into our method for **ground ladder testing**.

FireCatt is the *first and only* company in the nation to offer a method with the following features:

- Digital Load Cell technology ensures the proper and precise forces are being applied using the *only* load cell that is UL Certified to NFPA 1983 general use.
- Heavy Duty Bar Code labels will be used on each ground ladder for ease of Identification and Inventory Control.
- Precise forces are applied consistently through the use of an electronic winch system. Sandbags, or water filled vessels being placed on top of the ladder in an inconsistent manner will not be allowed.
- Digital readouts will be used to measure force in order to eliminate subjective “needle bounce” of analog gauges.

And Finally, FireCatt is the sole source supplier providing the patented FireCatt Large Diameter Hose Conveyor to reload all your Large Diameter Hose.

- LDH conveyor utilized to reduce the risk of back strain and other related injuries while re-loading heavy Large Diameter Hose.

Computerized timing of tests will be used to eliminate subjective timing devices such as manual stop watches which are prone to operator error. Throughout our discussions I believe that we agreed that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for these requirements to be met in the most “objective” manner possible. In comparison, other testing companies will provide you with “subjective” test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

We have yet to encounter another testing company in the nation deploying similar state-of-the-art computerized testing technology. Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of our testing services.

Best Regards,

Marc Radecky

Marc Radecky

President

248-318-3811 mobile/direct

Carpet Express Inc.
2607 Madison St
Clarksville, TN 37043
(931) 358-6441

Proposal #: MA004831
Sale Date: 03/22/2024
Install Date:
Sales Rep: Nicholson, J
Sales Rep:

SOLD TO

Thrive 55+, Gena Batts
 104 Ruth Drive
 Ashland City TN 37015
 615-308-7832
 gbatts@ashlandcitytn.gov

SHIPPED TO

Thrive 55+ Gena Batts
 104 Ruth Drive
 Ashland City TN 37015

MATERIALS		QUANTITY	PRICE	TOTAL
Timber Brook 20mil	TBD	5980.00SqFt	\$3.25	\$19,435.00
Cove Base - Rubber	Tbd	1020.00LnFt	\$2.00	\$2,040.00
Cove Base Glue-fusion	N/a	20.00Each	\$10.00	\$200.00
V-One Adhesive	N/a	6.00Each	\$125.00	\$750.00
Freight	N/a	1.00Each	\$300.00	\$300.00
Materials Subtotal:				\$22,725.00

LABOR		QUANTITY	PRICE	TOTAL
Vinyl Plank - Glue Down --,		5980.00 SqFt	\$2.00	\$11,960.00
Cove Base - Vinyl or Rubber --,		1000.00 LnFt	\$1.50	\$1,500.00
Move - Pool Table --,		2.00 Each	\$250.00	\$500.00
Move - Freezer --,		1.00 Each	\$30.00	\$30.00
Move - Refrigerator --, ** **		1.00 Each	\$50.00	\$50.00
Move - Stove --, ** **		1.00 Each	\$30.00	\$30.00
Pull & Reset Toilet --, ** **		1.00 Each	\$125.00	\$125.00
Move - Washer/Dryer --, ** **		2.00 Each	\$25.00	\$50.00
Move - Furniture --, ** **		660.00 SqYd	\$3.50	\$2,310.00
Floor Prep --, ** **		1.00 Each	\$600.00	\$600.00
Labor SubTotal:				\$17,155.00

Comments:
 Roughly 1/2 is Glue-down Vinyl Plank (2480sq.ft.) and 1/2 VCT (3500sq.ft)
 Total replacement - \$39880.00
 * LVP - \$17413.00 Mohawk 20mil
 VCT - \$22460.00
 Covebase - \$3740.00

Subtotal: \$39,880.00
Misc: \$0.00
Total: \$39,880.00
Payments: \$0.00
Balance: \$39,880.00



B & B Flooring
 2204 NW Broad Street
 Murfreesboro, TN 37129

Estimate

Date	Estimate #
4/10/2024	7687

Name / Address
Thrive 55+ 104 Ruth DR Ashland City Tn.37015

Item	Description	Total
Shaw LVP	Shaw Uncommon Ground ..L V P color 02160..up to 6500ft	23,595.00
LVP & Installation	install lvp up to 6500	9,100.00
LVP Demo	remove old lvp..2000ft	2,000.00
Furniture Removal & Reset	remove furniture only no personal items or electronics or pool tables included	1,000.00
Wax Demo	remove wax off old vct so the new LVP can be installed over it	400.00
Floor Prep	min floor prep needed at this time up to 100 pounds	350.00
Cove Base 4"	cove base 4 inch standard TBD 10 boxes or 1200ft	2,280.00
glue	Glue for the new LVP..9 buckets	11.61
Shipping	Manufacturer shipping	859.35
Material Down Payment	All materials will need to be paid in full when order is placed all orders are filled to every customers orded	0.00
We look forward to working with you.		Total \$39,595.96

Signature _____



Budget Pricing Thrive 55+ - Flooring

May 4, 2024

The Town of Ashland City
Senior Center
Attn: Gena Batts
104 Ruth Drive
Ashland City, TN 37015
(615) 792-3629
gbatts@ashlandcitytn.gov

Jobsite Address:

Street Address
City, TN Zip

LVP Flooring:

34,395.40

- Provide all materials and installation for the LVP floors
- Mohawk Flooring
- Explorer Cove series 20 mil
- Color to be determined
- Floating click together installation
- New vinyl base at all wall locations
- .
- This is budget pricing based on the product listed above.

Thank you for the opportunity to provide this budget pricing for you. We look forward to working with you on this project.

Mike Guthrie

Pricing Acceptance:

Printed Name

Signature

Date

PRICING: Material pricing can change without prior notice and can affect bid pricing.



12021 Volunteer Blvd.
Mt. Juliet, TN 37122
Tel: 615-622-5777

Quote # : **437505**
Quote Date : **Apr 1, 2024**
Expiration Date : **May 31, 2024**

Customer:
Cash Sale-NASHVILLE-COD
12021 Volunteer Blvd
Mt. Juliet, TN 37122

Ship To:
Thrive 55+ Center
104 Ruth Drive
Ashland City, TN 37015

Account Code : 21406
Terms : CASH
Customer Job # :
Salesperson : Ben Mitzelfeld
Order Name : Thrive 55+ Center front doors
Purchase Order # :
Shipped Via : Maintenance

Gena Batts
615-792-3629

Quote is to furnish and replace doors but reuse existing panic hardware. Included in new doors are new lite kits and glass as well as new astragals to go between the doors and keep bugs/ unwanted weather conditions out.

Qty Product Description

- 2 HMD LP 18 A60 3070 F PG 1 3/4 (SH G/FG INSTALL; SH PR3)
- 6 Hinges MPB79 4 1/2 x 4 1/2 NRP FTMS FWS 26D
- 2 Lite Kit 24" X 60" LT-B1 LITE KIT Gray Primed
- 2 Weatherstrip 18041 WSPNB 84"
- 2 Weatherstrip 18041 CNB 84"
- 2 23" x 59" 1/4" clear tempered glass
- 1 Labor to Install

Pre-Tax Total : 4,281.40
TNX00 - TN Exempt - Gov : 0.00
Quote Total : 4,281.40

Nashville Door Closer Service

2301 Cruzen St
 Nashville TN 37211
 Phone: 615-297-3749
 Fax: 615-297-5913

SERVICE QUOTE

DATE	INVOICE #
3/25/2024	0000104085



BILL TO:

Thrive 55
 104 Ruth Drive
 Ashland City TN 37015

JOB LOCATION:

Thrive 55
 104 Ruth Drive
 Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor and materials provided to replace hollow metal doors with storefront door and frame. New materials include: 1- 4070 Aluminum storefront door with wide stiles, 10" bottom rail, clear tempered glass, clear anodized metal 1- 4070 Storefront frame LH 2- Sidelight window unit to fit opening 2- Clear tempered glass unit for window 1- Aluminum door sweep 48" AL 1- 4k Low energy auto operator 51" Clear LH 1- Wireless actuator package 1- Surface mounted electric strike 1- 1790 Rim exit device 48" AL 1- 10" Tubular pull handle AL 1- IC rim housing Please note any drywall or trim work needed upon completion of installation is to be done by others	11,595.00	11,595.00	
TOTAL				\$11,595.00

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.
 NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.

VORTEX PROPOSAL

1-800-698-6783

To	Site	Date	Mar 21, 2024
Town of Ashland City 233 Tennessee Waltz Parkway Ash: Sign Here*	Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015		
ATTN: 03/21/2024	Phone 615-792-3629	Job Phone	615-792-3629
Ref # Q-03749	Fax		

In accordance with the terms and conditions stated online at www.vortexdoors.com/terms, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Glass and Aluminum Storefront Door** for the existing opening with the following benefits:

- **Narrow Stiles and Rail for Full View**
- **Clear Aluminum Anodized Finish Door(s) for Corrosion Resistance**
- **New Deadbolt lock with Lock Indicator and Cylinder Guard**
- **New Keyed Cylinders on interior and exterior for security**
- **Standard Entry & Exit Pull or Push Handles for easy access**
- **New closer(s) to replace the existing**
- **10" Bottom Rails for Wheelchair Access Compliance**
- **Clear Tempered Glass secured by new glass stops**

We will secure the new door(s) into place, align for proper clearance, lubricate all moving parts, adjust the closing speed, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

Please note this bid **INCLUDES** the following:

1. Vortex Exclusive **three (3) year warranty** on all new material.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid **DOES NOT INCLUDE** the following:

1. Any hidden conditions or damage.
2. Any finish paint or finish work.
3. Prevailing Wage Rates if required are not included unless specified.
4. Any item not called out above.

We propose to furnish, deliver, and install the following subject to the terms noted below,

One (1) new **Low Energy/Power Operator and New Electrified Panics with Card Reader** for your existing door as needed. This includes the following benefits:

[[SSIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: [[SSIGN_INPUT ID=2]]
Payment Terms: **35.00** % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal als

VORTEX PROPOSAL

1-800-698-6783

To	Site	Date
Town of Ashland City 233 Tennessee Waltz Parkway Ashland City, TN 37015	Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015	Mar 21, 2024

ATTN:

Ref # Q-03749	Phone 615-792-3629 Fax	Job Phone 615-792-3629
---------------	---------------------------	------------------------

In accordance with the terms and conditions stated online at www.vortexdoors.com/terms, we propose to provide the following doors and / or repair work (hereinafter referred to as the 'Product') on the following terms: **Meets stringent requirements of ANSI 156.10, ANSI 156.19, and UL325**

- Ideal operator for ADA-compliant entrance applications
- Meets requirements of normal pedestrian door in the building up to 48" wide
- Door control switches mounted on operator ON/OFF/HOLD OPEN
- Multi gear, easy opening action is ultra-quiet and is perfect for noise-sensitive areas
- Narrow or fine headers blend with door and framing
- State of the art system and is environmentally friendly
- Built in electrified hardware circuit for seamless security/access control integration
- Designed to close and latch door in case of power loss
- Electrical hook-up into existing dedicated power source (provided by others)

This includes mounting the operator above the door opening, adjustments to the door to meet job site conditions, lubrication of all points of friction, and our exclusive quality assurance and safety check,

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty**.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any new electrical needed for new units.
3. Any finish paint.
4. Prevailing Wage Rates if required are not included unless specified.
5. Any item not called out above.

FOR THE TOTAL NET SUM OF.....\$16,196.81

[SIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: 2]]
Payment Terms: 35.00 % on deposit, Balance due upon Completion.

This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also

by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See www.vortexdoors.com/terms for additional terms, including limitations of warranty and limitations of liability which are part of this agreement and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy. **Sign Here*** as required by written contract with Customer.

Accepted	TOWN OF ASTORIA City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By	[[SSIGN_INPUT_ID=3]]	By Kevin Tobin
Date	03/21/2024 [[SSIGN_DATE_OF_DECLINE]]	Date Mar 21, 2024

Jason the Painter
2766 Lower Walkers Creek Rd.
Goodlettsville, Tn 37072
615-500-5713

The Town of Ashland City
104 Ruth Dr
Ashland City, Tn 37015
gbatts@ashlandcitytn.gov
Date: 4/7/2024

Interior walls, door trim and window trim will need
Two coats of finish paint.
We will need 8 days to finish (4 Sat, and 4 Sunday)

Labor & Materials 8830.00

If you need us to remove wallpaper, prep walls w/
One coat of primer and two coats of finish paint
Labor & Materials

2680.00

Total: 11,510.00