



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**June 02, 2020 6:00 PM**  
**Agenda**

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

**Council Members:** Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

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**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) Workshop Meeting Minutes 5-5-2020

**REPORTS:**

2. Fire, Codes, and IT
3. Police Department
4. Court
5. Senior Center
6. Parks and Recreation
7. Public Works/Utilities
8. Financial Manager
9. City Recorder

**OLD BUSINESS:**

10. Caldwell Park Discussion
11. Parks Advisory Board Discussion
- [12.](#) Resolution: Governor's Local Government Support Grant Funding
13. Salary Study
14. Fire Contract
- [15.](#) Comcast Renewal Agreement
- [16.](#) Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road
- [17.](#) Ordinance: Amend Title 18; Chapter 1 of the Municipal Code: Water Rates
- [18.](#) Ordinance: Adopt 2020-2021 Fiscal Year Budget

**NEW BUSINESS:**

19. Sewer Treatment Plant Property Purchase Agreement
- [20.](#) STBG and TAP Grant Contract
21. Stantec Contract Renewal
- [22.](#) Blue Cross Blue Shield HRA Agreement
- [23.](#) Resolution: Water Write-offs
24. Fire Truck Purchase Grant and Loan

- 25. Friends of the Trail
- 26. GNRC Contract: Senior Center
- 27. Ordinance: Amending Title ; Chapter 1 of the Municipal Code: Beer
- 28. Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations
- 29. Resolution: Temporary Signs
- [30.](#) Pitney Bowes Contract - Postage Machine

**OTHER.**

**ADJOURNMENT**

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



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**May 05, 2020 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor called the meeting to order by stating, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the May 5, 2020 Workshop Meeting of the City Council of Ashland City. Due to the COVID 19 pandemic, and in accordance with Governor Bill Lee's Executive Order 16, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream video on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID 19 pandemic."

**ROLL CALL**

**PRESENT**

Mayor Steve Allen  
Vice Mayor Daniel Anderson  
Councilman Tim Adkins  
Councilman Gerald Greer  
Councilman Roger Jackson  
Councilman Chris Kerrigan  
Councilwoman Lisa Walker  
All members reported by electronic means.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. Workshop Meeting Minutes 4-7-2020

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the April 7, 2020 Workshop Meeting Minutes. All approved by voice vote.

**REPORTS:**

2. Fire, Codes, and IT

Chief Walker reported with IT there hasn't been a lot going on other than helping with Council, Department Head, and Planning Commission with electronic means meetings. As far as the Codes Department goes both inspectors have been busy with inspections as the construction business has continued going. He mentioned the hotel is going up and the apartment building that caught fire has now been torn down and put back up. On the Fire Department side of things, the day started with a CPR call and ended up with a fire call they were able to stop in the basement.

3. Police Department

Chief Kenny Ray reported they are back to normal with transporting and are picking traffic up. No one is currently sick and he hopes it stays that way. They are down one (1) officer as today was her last day and he hopes to be able to replace this position.

4. Court

Mayor stated Ms. Anita is not on the call tonight as she had to take someone to the hospital.

5. Senior Center

Ms. Melissa Womack reported they are back working out at the center; however, due to the pandemic it will be at least June before the seniors will be able to come back. She further reported they are working on getting everything ready for them to come back.

6. Parks and Recreation

Mr. Scott Sampson reported Riverbluff Park has been extremely busy. After the storm on Sunday night there were about twenty (20) trees down on the trail and they have now been cleaned up. Soccer and baseball have canceled and he is still waiting to hear on softball. He stated he has been in touch with the Tennessee Army National Guard and is waiting to hear back if they can offer some assistance with the extension of the trail behind Borders Inn. He reported he visited a dual use pickle-ball and tennis court and believes it would work well and one (1) of our courts could be converted to a dual use court.

7. Public Works/Utilities

Mr. Biggers reported everything is good and they are back to full staff. Ms. Vickie's office is currently being remodeled for ADA compliance. The water tank should be painted soon as weather permits. The Water Plant's filter is back up and running. He stated he would like to add for the governor's grant the option of replacing the roof at the Public Works building as there are multiple leaks. Councilman Jackson questioned when it was roofed last. Mr. Biggers stated right before he came they replaced the screws. Vice Mayor Anderson stated he believes this is the original roof. Mr. Biggers added the knee wall that goes all the way around the building is where the problems occur and it needs to be replaced.

8. Financial Manager

Ms. Gayle Bowman stated they can now email out direct deposit slips. Several employees have already signed up. She thanked Jake Greer for his work in making this possible as they have been trying to get this done for two (2) years. There has been a partition put up between the ladies in the front office and she thanked Mr. Biggers' crew for getting that done. She stated she did a summary from March nineteenth (19th) to the day we reopened and overall the city is short eighty three thousand two hundred and eighty nine dollars (\$83,289). Of that seventy two thousand dollars (\$72,000) is from city court being closed, not collecting those fines and costs, and the remaining is gasoline taxes.

9. City Recorder

Ms. Reed stated there was a new employee that started and had orientation this week. Mr. Russell is on the call tonight and will present his findings on the salary study. Planning Commission has made a recommendation for a rezone Monday night that will be for first reading next week. Councilman Jackson questioned the rezone. Mayor stated it is on Highway 12. Chief Walker stated it is on the agenda for tonight as item number twelve (12).

**OLD BUSINESS:**

10. Summerfest Discussion

Mr. Sampson stated he would recommend canceling Summerfest this year based on Governor Lee's Executive Order Number 30 prohibiting social gatherings of ten (10) or more people. Councilman Greer stated one thing that concerns him is after being locked up for so long having more people coming from other areas that could infect people here. Councilman Adkins questioned if anything has changed with the vendors and if we can apply the money we paid toward next year. Mr. Sampson replied no change. Councilwoman Walker stated she is for canceling it. Councilman Adkins agreed and stated we need to give adequate notice. After some discussion council decided it would be best to cancel Summerfest.

11. Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD:** Chief Walker stated this is a residential piece of property facing the highway before the welcome sign of Ashland City and the owner originally took this to the Planning Commission asking for a Commercial Rezone. Further, the Planning Commission wasn't for this idea as they wanted to have a little more guidance as to what they were going to do with the property. As such, the City Planner Rick Gregory suggested zoning this as a PUD, which is a planned unit development, in which

the engineered site plan would have to be approved by the Planning Commission. Further, the owner presented a concept drawing for a professional office building, but will be required to get a engineered site plan if rezoned. He stated the decision was not unanimous, but it did pass and has been recommended by the Planning Commission for the rezone. Ms. Reed stated it takes two (2) readings and it is advertised as well. Chief Walker stated there are some citizen concerns with drainage and such, but those things will need to be addressed in the engineering. The owner of the property however does not want to hire an engineer until he knows he can proceed. This is something that is enforced with codes and the requirements of the city, the ordinances and drainage.

## 12. Salary Study

Mr. Larry Russell asked Ms. Reed to project the document titled Compensation Survey. He explained this document is where the data is compiled for external equity. Further, they have surveyed twenty-eight (28) different job classifications and they ask for minimum and maximum rates of pay for each classification and then they eliminate the bottom and top twenty five percent (25%) and then they are able to calculate an average inner quartile range. These figures give the market range of pay and then compare the data to the current pay rates. He stated they don't survey every position because the return rate of the participants of the surveys drop significantly if they ask for too many positions. Councilman Jackson questioned if the populations of these other towns have been compared to Ashland City. Mr. Russell stated there is a mix of some that are more, less, and around the same. Mr. Russell requested the factor ranking schedule be projected. He stated this document ranks four (4) compensable factors and scores based on these factors: knowledge and skills (what do you have to know to do the job), impact and accountability (responsible decision making), working relationships (nature of the relationships the job entails), and working conditions (how unsafe or unpleasant is the job). Based on the scores the jobs are assigned a rank for the salary schedule. He explained the positions highlighted in blue are non-exempt positions and are entitled to overtime or compensation time. Mr. Russell stated they also look at other towns that the city competes with for this data. This study revealed raises less than ten thousand dollars (\$10,000) to bring employees up to the minimum for the positions. Mr. Russell requested the pay plan be projected. Vice Mayor Anderson questioned how to figure this if the employee is making more than recommended. Mr. Russell stated if their current salary is less than the recommended minimum they are considered within the range and no one gets a pay cut or ever loses. Further, the two (2) biggest pay raises were for the Financial Director and a Fire Captain other than that it is minimal. Vice Mayor Anderson stated he would never recommend anyone get a pay cut, but if you look at the numbers here, they reveal more than what some of the employees currently make. Mr. Russell stated the last document is the actual pay plan and is not a step plan as those tend to confuse employees. It consists of a minimum and maximum range of pay and typically yearly unless merit increases are given the employee receives a cost of living raise. There are fifteen different salary grades and the factor ranking schedule reveals which position falls within which salary range. Mayor Allen questioned cost of living raises. Mr. Russell stated it is a different world now, but he would not recommend anything over a two percent (2%) raise as that is what he believes the governor is recommending as well. Mayor Allen questioned salary studies where the gap is closed from lower level to higher level positions. Mr. Russell stated this is the multiplier effect and it is not unreasonable to look at this, but it is also good to look at tenure and there are ways to deal with this. Mr. Russell stated he enjoyed talking to everyone and we have a great fire department and police department. He stated the city is well ran from the best he can tell. Mayor thanked Mr. Russell for calling in tonight and Mr. Russell disconnected from the call. Councilman Kerrigan stated the council requested this study because last year there was the three percent (3%) cost of living raise given and it took some people out of the range and the other reason was because we were looking at doing different raises for different levels. Vice Mayor Anderson questioned at what point do we say that you are topped out and are not going to make any more money. Mayor Allen responded that although the salary is maxed out, they will still get a longevity

payment. Vice Mayor Anderson questioned how often a salary study needs to be done. Mayor Allen stated he understands this salary study better than any other study that has been completed and he did not like the step raise system. Councilman Kerrigan questioned if we could ask Mr. Russell how often a study needs to be completed. Ms. Reed stated she could email Mr. Russell and ask that question. Councilwoman Walker asked what the purpose of this will be next week. Ms. Reed stated if council chooses to move forward with this the pay table will need to be amended on the wage and salary policy. Councilwoman Walker stated she is not comfortable doing anything at this time. Ms. Reed stated nothing has to be done with this right now and we can revisit it next year if council chooses. Councilman Jackson stated there are a few job classifications that are not listed on the pages and it looks like some of them are made up. There are twenty-four(24) listed, but are more positions listed. Ms. Reed stated she will email Mr. Russell the questions that have been asked and will copy the council in the email so that he can respond to everyone and council can contact him directly with any questions they have.

### 13. Health Insurance Discussion

Ms. Reed stated she sent out the numbers to show the amount if the employee cost is kept the same along with the same HSA and employee out of pocket expense. She also sent the numbers to reflect the maximum member out of pocket for the individual to go from fifteen hundred dollars (\$1,500) for the individual to two thousand dollars (\$2,000) and from three thousand dollars (\$3,000) for the family to four thousand dollars (\$4,000). She further showed a decrease in the HSA amount from one thousand dollars (\$1,000) to five hundred dollars (\$500). Councilman Jackson stated he thought we voted on this and passed it. Ms. Reed stated her understanding from the motion was to keep the employee deductions the same. Further, during Councilman Adkins' second he asked if some of the numbers can be changed. Councilman Jackson questioned what we are looking at. Mayor Allen stated one thing is reducing the HSA. Councilman Jackson stated if we are going to take away money from them we might as well have raised the insurance. Ms. Bowman stated she ran the numbers based on the number of employees enrolled currently and it would be an increase of ninety-one thousand one hundred and sixty-five dollars (\$91,165). Councilman Jackson stated this has already been voted on and questioned why they are discussing it. Vice Mayor Anderson stated that is lower than the numbers we were told last week. Further, he thought the motion was to keep the company and the insurance he didn't realize. Councilman Kerrigan stated he thought the same thing. Ms. Reed stated she did go back and listen and the motion was to keep the employee deductions the same, but what we are looking at now is reducing the HSA and maximum out of pocket expense. Ms. Reed questioned if the figure Ms. Gayle stated includes any risk. Ms. Bowman clarified the figure she stated is the base increase the city will pay out for the insurance. Ms. Reed showed this year the city is projected to pay out four hundred and fourteen thousand eight hundred and eighty dollars and ninety two cents (\$414,880.92) for everything if everything is kept the same next year that cost will increase to five hundred forty-four thousand five hundred and twenty two dollars and thirty two cents (\$544,522.32) if the HSA amount and maximum out of pocket is changed the city is projected to pay out four hundred ninety seven thousand four hundred fifty two dollars and thirty two cents (\$497,452.32), but that is a lesser benefit for the employees. Vice Mayor questioned the shortage of revenues. Ms. Bowman stated it was eighty-three thousand two hundred and seventy-nine dollars (\$83,279), but the majority of it is court. Vice Mayor Anderson stated you can't have an accurate budget with more money going out than you have coming in and he would like to cut as much fat as we can off the budget. Vice Mayor Anderson stated we have more money going out than we have coming in correct. Ms. Bowman stated with the numbers she has been given this year yes and she had to decrease the revenues because of the virus. She stated we have a good fund balance, savings, but the revenue versus expenses is out of balance. Vice Mayor Anderson stated you aren't going to increase your expenses at home if you can't pay your water bill. Ms. Reed questioned the projections for this year because she was showing there will be money put back into the fund balance this year as we have already collected more revenue than we originally anticipated. Ms. Bowman stated she did not

take into consideration fund balance she is looking at revenue expected to come in versus estimated expenses. Vice Mayor Anderson questioned why the numbers are different. Ms. Bowman stated she is looking at true expenses going to be spent versus true estimated revenues going out not including fund balance. Ms. Reed stated she is talking about this fiscal year not next fiscal year. Mayor Allen stated Ms. Bowman doesn't look at any money left in the general fund. Ms. Bowman stated she is showing this fiscal year we will have money that will go back into the general fund as all the money will not be spent this year. Vice Mayor Anderson stated he feels that we are spending a ton of money this year and if we can get by without spending extra, we need to do that. Councilman Adkins stated he agrees. Councilwoman Walker questioned the number of employees we have. Ms. Bowman stated we have seventy-three (73) in the budget this year and currently there are sixty-three (63) taking insurance. Ms. Bowman then reviewed the employees enrolled in coverage.

#### **NEW BUSINESS:**

14. STBG Grant Contract

Ms. Reed stated this a contract for the census money the city receives due to the increase in the population. She hopes to have another contract to go along with this next week and hopefully there will be a change there. This will be for the trail connector grant project behind Boarders Inn connecting to Chapmansboro Road.

15. Sewer Treatment Plant Property Purchase Agreement

Ms. Reed stated Ms. Jennifer Noe requested this be added to the agenda as she has been in touch with the county's attorney and they hope to have an agreement for council's approval next week. Mayor Allen questioned the acreage for the parcel. Mr. Biggers responded it is a little over ten (10) acres.

16. Fire Contract

Chief Walker stated this is the rural fire contract with the county where they protect the homes outside the city. Further, they have a meeting regarding this tomorrow night and he believes they will request to go one (1) more year with a status quo contract, but he will know more about this tomorrow night and have better answers next Tuesday. Mayor questioned if it is alright with Chief Walker for the year extension. Chief Walker stated it is up to Council, but we have cost increases

17. Part-time Staffing Fire Contract

Chief Walker stated this one was passed already, but the county changed some verbiage when they passed it. Further, this will add sixty-thousand dollars (\$60,000) until the end of July for staffing.

18. Resolution: Families First Coronavirus Response Act

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE IMPLEMENTING A POLICY TO ENSURE THE TOWN'S COMPLIANCE WITH THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT WITH RESPECT TO EXPANSION OF THE FAMILY MEDICAL LEAVE ACT AND THE EMERGENCY PAID SICK LEAVE ACT.** Ms. Reed stated there were some changes federally to FMLA and this will amend the policy to reflect these changes. Further, it will expire in December.

19. Ordinance: Amend Title 18; Chapter 1 of the Municipal Code: Water Rates

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT.** Ms. Reed stated this is the annual three percent (3%) increase in water rates. Vice Mayor Anderson questioned if this is every year. Ms. Reed responded yes. Ms. Bowman stated she gave in some of the paperwork what the figures would be if they increased this amount to five percent (5%) increase instead. Further, adding this additional would increase this by seventy eight thousand six hundred and thirty dollars (\$78,630).

20. Ordinance: Adopt 2020-2021 Fiscal Year Budget

Ms. Reed there have been several different proposals with the packet, and they will need direction as to where everyone wants to go with raises and such. Ms. Reed displayed a budget summary and explained this fiscal year projections show there will be money added to the fund balance, but next fiscal year there is a lesser collection of revenues around one million dollars (\$1,000,000). She further explained the columns and various options on the spreadsheet. Mayor questioned if the anticipated payments are included in the budget. Ms. Bowman replied yes, the interest amount only. Councilman Adkins questioned if direction is needed for raises. Ms. Bowman stated she would like to nothing is written in stone, but she would like direction as to what will need to be included and what they would like to do with property taxes. Mayor stated he does not care to raise water rates or property taxes. Further, he would propose a two percent (2%) raise. Councilman Adkins stated he is leaning toward most of that except maybe a one percent (1%) or no raise. Ms. Bowman stated they could further change the longevity if they choose to do so. Councilwoman Walker stated her thoughts are during this time employees have been able to receive a paycheck, have had insurance, and a job to come back to. Further, next year she is for no merit raises, no cost of living raises, but is for the bonus pay. She further stated she would like to freeze the new positions of court officer, seasonal parks, mayor's assistant, and the police reserve pay, but would like to fill the open positions and would not like to approve the salary study. Councilman Adkins state he agrees with Ms. Lisa specifically on the no new positions this year. Mayor stated he would really like to keep the reserve pay in there as they put in a lot of hours, but do not get paid for it. Councilman Adkins questioned the amount. Ms. Bowman stated it is twelve thousand (\$12,000). Ms. Bowman stated this is a good time to ask department heads about changes or cuts. Councilman Kerrigan questioned if the cuts have been made by department heads. Ms. Bowman stated she has not cut anything just yet as she didn't want to make someone cut their budget then the council decide to do a percentage cut and have the department head have to cut double. Councilman Jackson stated if we are hurting this bad we need to put the city hall and fire hall on hold. Ms. Bowman stated you have never looked at it as expenses versus revenue further we have always given money back the last several years. Councilman Jackson stated he doesn't know why we are going to such extremes if we can't do anything for the employees we need to stop city hall and fire hall. Councilwoman Walker questioned about if city hall and fire hall were being driven by the county purchasing the building. Councilman Adkins stated he would like to see where corners can be cut, but would like to proceed with the construction of the city hall and fire hall. Ms. Womack stated with the things we can cut the event committee met and they have an idea to propose where we could cut ten thousand dollars (\$10,000) out of that budget if the city still wants to have an event they can do an alternative to Music on Main titled Community Together on the Cumberland. This would reduce the budget to five thousand (\$5,000) from fifteen thousand dollars (\$15,000). Further, they would ask local musicians to offer their services instead of having to pay for the music. They would be able to utilize the stage, disc golf course, and could even allow the Farmer's Market to do something the same day. Mayor stated he would like to have something, and he thinks it would work well. Ms. Womack stated this would be a community event and they would not charge the vendors. Councilman Kerrigan stated it is a really good idea and way to showcase the park. Ms. Bowman stated she can cut the ten thousand dollars (\$10,000) out of the budget for this. Councilwoman Walker questioned the shotgun purchase. Chief Ray stated this is for purchasing the shotguns to make them uniform for everyone and replace the old ones. Ms. Bowman reviewed the changes council has recommended so far and questioned the direction of cuts from the department heads. Mayor stated he doesn't want to do a percentage cut, but would like to see what cuts can be made. Vice Mayor Anderson questioned how much money the council decides to keep in fund balance. Ms. Bowman the state requires two (2) months, but the council decides three (3) months. She stated we have more than that. Councilman Jackson stated we always said we want three and a half million dollars (\$3,500,000). Ms. Reed stated the fund balance going into next fiscal year is six million eight hundred and fifty thousand eight dollars (\$6,850,008). She explained that the city will have to dip into fund balance to balance the budget and we do have an excess in fund balance based on the requirement of the



Comptroller. Councilman Jackson stated to answer Daniel's question six (6) months is four million, but we have way more than that. Ms. Reed explained that in the past we have tried to under project revenues a little and to over project expenditures. Councilman Kerrigan stated the burden does not need to be put on the taxpayers when we are sitting in a good position already. Ms. Reed reviewed the street aid, drug fund, and water fund summaries. Further, stating the cash balance will not have to be dipped into at all with the water fund. If the council chooses not to do a water rate increase the revenues will have to be adjusted as it currently shows a three percent (3%) increase.

21. Appoint City Attorney

Mayor stated next week they will appoint the city attorney and asked if there are any questions or comments on this.

22. Appoint City Recorder

Mayor stated next week they will appoint the City Recorder and asked if there are any questions or comments on this. Councilwoman Walker stated on the document that was sent out there is a change to the heading to take out the word "clerk" but it is not marked out in the subsections. Ms. Reed stated she will fix this.

**EXPENDITURE REQUESTS:**

23. Bank Rates Bid Approval

Ms. Reed stated the Comptroller's Office requires us to check our bank rates every year and they will be included in the packet. She stated she believes Ms. Gayle will agree to recommend keeping everything the same. Ms. Reed stated we use the investment pool for the savings and we are not required to check their rates. Ms. Bowman stated if they are in line she would recommend staying where we are.

24. Permission to bid red light construction

Chief Walker stated they have been in contact with A.O. Smith and they have ninety-five percent (95%) complete drawings on the red light. Further, they are anticipating going to construction in the Fall on the berm project. We would need the light in place for the construction. This is a pass through except for the additional cost of the crosswalk. Ms. Biggers stated the crosswalk is around seventy five hundred dollars (\$7,500).

**OTHER.**

Mayor reported we had a department head meeting at the public works conference room this morning following six (6) foot guidelines and utilizing face masks. Mayor stated the employees seem to be happy to be back at work and are busy. Mr. Bigger's crew put a partition between the desks at City Hall.

Vice Mayor Anderson questioned if Mayor Allen could reach out to Mayor McCarver about the purchase of city hall for the jail construction project. Mayor stated he would do that.

**ADJOURNMENT**

A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to adjourn. All approved by voice vote and the meeting adjourned at 8:09 p.m.

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MAYOR STEVE ALLEN

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CITY RECORDER KELLIE REED, CMFO, CMC

**GOVERNOR'S LOCAL GOVERNMENT SUPPORT GRANTS IDEAS**

*Available funds for Town of Ashland City*

\$133,611.00

Camera purchase for parks and city buildings

?????

Additional funding for resurfacing of city streets

\$133,611.00

Backup purchase for city hall

\$100,000.00

Sewer Treatment Plant

X X X X X

This is not an option because it grant money cannot be used for new building construction.

Multi Modal Grant Match Money (sidewalks)

\$50,000.00

Denied grant for this year. Reapplication is in Fall 2020

ADA Projects

\$133,611.00

# Grants

Grant	Acronym	Grant Numbers & Agency Notes	Project	Grant Total	City Match	Status	Assigned to: Notes
Traffic Signal Modernization Grant	TSMG		Updating Traffic Signalization and Crosswalk at North Main/Stratton Blvd	\$250,000.00	\$0.00	Waiting for awardal	Brian Stinson
TAP Grant	TAP		Crossover at Chapmansboro Road for Trail connection possible bridge or crosswalk	\$650,560.00	see below	Awarded	Brian Stinson, Scott Sampson, and Kellie Reed Waiting on contract to come in
Surface Transportation Block Grant	STBG		Engineering for TAP Grant	\$151,244.00	\$33,756.00	Contract on the agenda 5-11-2020	Brian Stinson Working with the state to see if this grant can cover engineering for the TAP grant. We do not have any other projects that will qualify and we need to sercure the money before we lose it.
Multi Modal Access Grant	MMAG		Sidewalks and improvements from the complete streets plan	\$950,000.00	\$50,000.00	Not Awarded	Brian Stinson and Kellie Reed We can try again in the Fall
Community Development Block Grant	CBDG		Sewer Lift Stations	\$630,000.00	\$130,000.00	Waiting for awardal	Kellie Reed and Clint Biggers
Economic Development Fast Track Grant			AO Smith Berm Project	\$1,200,000.00	\$0.00	AO Smith is awaiting final approval before biding process/construction can begin	Clint Biggers, Chuck Walker, and Kellie Reed
State Industrial Access Road Grant with TDOT		TDOT Local Programs Development Grant State Project# 11950-3510-04 Project Identification# 128559.00 Agreement Number 190037	Construction of Road beside Caymas Boats and J-turn project on Hwy 12	???	\$0.00	Phase I to start soon (surveying, environmental)	Clint Biggers, Chuck Walker, and Kellie Reed
Department of Justice			Bullet Proof Vest Grant for full-time officers	\$4,800.00	\$2,600.00	Reimbursement submitted. Awaiting funds	Kenny Ray
Tennessee Housing Development Authority	THDA		Provide housing rehabilitation for citizens within the city limits who qualify	\$500,000.00	\$0.00	Waiting for awardal	Kellie Reed
FEMA Safer			Recruitment and Retention Grant	\$171,200.00	\$0.00	Awarded	Tracey Knack
Community Transportation Planning Grant	CTPG		Transportation Signal Management Plan	\$125,000.00	\$12,500.00	Not Awarded	Brian Stinson

# Projects

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Project	Total	NOTES
Smoke Testing/TV/GPS Project	see below	added into the STP construction project
Sewer Treatment Plant	\$17,000,000.00	Working with Neal Westerman on Site and Vance Hamilton on grant possibility and financing. Working with USDA on funding and grant. Also looking into the TN Municipal Bond Fund
City Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Truck	\$1,100,000.00	Working with USDA on funding and grant. USDA seems to think we will get 100K in grant money toward this project
Army National Guard Project Labor to construct extension of trail behind Boarders Inn	cost of construction equipment	waiting on approval
Red Light- Tennessee Waltz Parkway/Highway 12	\$190,105.00	Currently in the design phase. We have received one bill for the engineering and have forwarded to AO Smith for reimbursement. AO Smith has reimbursed us for the one engineering bill

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***Franchise Agreement***

between

***Town of Ashland City, Tennessee***

and

***Comcast of Nashville I, LLC***

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## **AGREEMENT**

This **AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1 GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

## 1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.



(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

## SECTION 2 THE CABLE SYSTEM

### 2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

### 2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

### 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

#### 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### **SECTION 3 CUSTOMER SERVICE**

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

### **SECTION 4 COMPENSATION AND OTHER PAYMENTS**

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

## **SECTION 5 COMPLIANCE REPORTS**

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

## **SECTION 6 ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.



6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

## **SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS**

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8 INSURANCE AND INDEMNITY**

### 8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

## **SECTION 9 MISCELLANEOUS**

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC  
Attn: Vice President, Government Affairs  
2605 Circle 75 Parkway  
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC  
Attn: Legal Department  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**Town of Ashland City, Tennessee**

By: \_\_\_\_\_

Name:

Title: Mayor

(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Nashville I, LLC**

By: \_\_\_\_\_

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A DEFINED TERMS

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;



(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

**“Person”** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

**“Signal”** means any transmission of radio frequency energy or of optical information.

**“Streets”** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

**“Subscriber”** means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

**“Video Programming”** means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

**“Video Service”** means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider”** or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

**APPENDIX B**  
**CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations  
Title 47, Volume 4, Parts 70 to 79  
Revised as of October 1, 1998  
From the U.S. Government Printing Office via GPO Access  
47 C.F.R. § 76.309  
Page 561–63

TITLE 47—TELECOMMUNICATION  
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION  
PART 76—CABLE TELEVISION SERVICE  
Subpart H—General Operating Requirements

**§ 76.309 Customer service obligations.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area in an effort to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

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

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

The property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from R-1 (Low-Density Residential) zoning district to the PO-PUD (Professional Office- Planned Unit Development) district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

This area to be zoned PO-PUD is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on February 3, 2020.

First Reading  
Second Reading  
Public Hearing  
Public Hearing Advertisement

ATTEST:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Kellie Reed CMFO, CMC





**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT**

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed and established as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

(1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	<b>WATER RATES</b>		<b>SEWER RATES</b>
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$11.22	\$21.06	\$11.22
<b>ALL RATES ARE PER 1,000 GALLONS</b>			
First gallon used to last gallon	\$7.39	\$8.43	\$7.39

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user

installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

**BE IT FURTHER ORDAINED**, this Ordinance shall take effect July 1, 2020 after its final passage, the public welfare requiring it.

1st reading May 12, 2020  
Public hearing June 9, 2020  
2nd reading June 9, 2020

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Mayor Steve Allen

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City Recorder Kellie Reed, CMFO, CMC



Ashland City, TN

# Budget Worksheet

## Account Summary

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets		
								2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 110 - GENERAL FUND</b>										
<b>RevCategory: 31000 - LOCAL TAXES</b>										
<a href="#">110-31100</a>	PROPERTY TAXES (CURRENT)	655,000.00	655,981.68	809,000.00	875,503.16	880,000.00	885,605.69	857,000.00	857,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Based on Current Tax Rate of \$0.5037									
	Assessed Value \$181,000,000 (2019 Property Tax Data)									
	Value of one cent \$18,100									
	Value of one cent net \$17,014 (6% rate of loss on delinquent taxes)									
	Current anticipated tax collection \$856,995.18 (rounded to nearest dollar \$857,000)									
	 (\$17,014*\$0.5037)*100 = \$856,995.18									
<a href="#">110-31211</a>	PROPERTY TAX DELINQUENT - 1S...	0.00	8,839.00	0.00	1,639.83	0.00	784.00			
<a href="#">110-31219</a>	PROPERTY TAX DELINQUENT - O...	0.00	8,171.00	0.00	1,121.70	0.00	865.00			
<a href="#">110-31300</a>	INT, PENALTY, AND COURT COST...	0.00	3,831.56	0.00	3,203.50	0.00	4,218.51			
<a href="#">110-31610</a>	LOCAL SALES TAX - CO. TRUSTEE	1,833,800.00	1,929,341.64	1,858,000.00	2,102,384.96	1,900,000.00	1,939,573.23	1,800,000.00	1,800,000.00	
<a href="#">110-31611</a>	LOCAL SALES TAX - REFERENDUM	813,670.00	867,126.80	813,670.00	942,747.43	813,670.00	870,734.86	800,000.00	800,000.00	
<a href="#">110-31710</a>	WHOLESALE BEER TAX	215,000.00	187,298.29	215,000.00	216,978.18	198,000.00	181,356.36	200,000.00	200,000.00	
<a href="#">110-31720</a>	WHOLESALE LIQUOR TAX	52,000.00	86,737.82	52,000.00	62,727.53	52,000.00	62,011.78	55,000.00	55,000.00	
<a href="#">110-31800</a>	BUSINESS TAXES	85,000.00	133,816.45	85,000.00	140,343.18	85,000.00	39,349.60	85,000.00	85,000.00	
<a href="#">110-31911</a>	NATURAL GAS FRANCHISE TAX	50,000.00	62,801.08	50,000.00	75,019.16	50,000.00	0.00	50,000.00	50,000.00	
<a href="#">110-31912</a>	CABLE TV FRANCHISE TAX	45,000.00	49,471.00	45,000.00	45,490.81	40,000.00	41,064.57	35,000.00	35,000.00	
<a href="#">110-31920</a>	HOTEL/MOTEL TAX	0.00	0.00	0.00	0.00	0.00	3,562.10	4,000.00	4,000.00	
	<b>RevCategory: 31000 - LOCAL TAXES Total:</b>	<b>3,749,470.00</b>	<b>3,993,416.32</b>	<b>3,927,670.00</b>	<b>4,467,159.44</b>	<b>4,018,670.00</b>	<b>4,029,125.70</b>	<b>3,886,000.00</b>	<b>3,886,000.00</b>	<b>0.00</b>
<b>RevCategory: 32000 - LICENSES AND PERMITS</b>										
<a href="#">110-32000</a>	LICENSES AND PERMITS	500.00	8,250.00	500.00	3,030.00	500.00	0.00	500.00	500.00	
<a href="#">110-32210</a>	BEER LICENSES	1,500.00	13,921.19	1,500.00	1,835.91	1,500.00	3,523.70	1,500.00	1,500.00	
<a href="#">110-32610</a>	BUILDING PERMITS/INSPECTION ...	15,000.00	88,783.43	75,000.00	216,831.27	50,000.00	84,825.66	50,000.00	50,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-32620</a>	ELECTRICAL PERMITS	3,500.00	5,585.00	3,500.00	6,130.00	4,000.00	4,710.00			
<b>RevCategory: 32000 - LICENSES AND PERMITS Total:</b>		<b>20,500.00</b>	<b>116,539.62</b>	<b>80,500.00</b>	<b>227,827.18</b>	<b>56,000.00</b>	<b>93,059.36</b>	<b>52,000.00</b>	<b>52,000.00</b>	<b>0.00</b>
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE</b>										
<a href="#">110-33190</a>	Safer Grant	0.00	0.00	121,500.00	25,727.00	0.00	2,142.00			
<a href="#">110-33191</a>	OTHER FEDERAL GRANTS - FIRE ...	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	100,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		\$100,000 GRANT FOR FIRE TRUCK								
<a href="#">110-33194</a>	Training Tower Grant	0.00	457,923.00	0.00	162,987.00	0.00	0.00			
<a href="#">110-33400</a>	State Grants	0.00	0.00	0.00	15,000.00	0.00	3,136.00	133,611.00	133,611.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Governor's Local Support Grant \$133,611 COVID19								
<a href="#">110-33430</a>	SAFER GRANT FEMA - FD	0.00	118,703.00	0.00	0.00	0.00	0.00	42,800.00	42,800.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		4 year grant of \$171,200 total yearly estimate of \$42,800								
<a href="#">110-33433</a>	GHSB 1ST RESPONDER EXTRIC-T...	0.00	0.00	0.00	7,609.41	0.00	0.00			
<a href="#">110-33435</a>	HOME GRANT	400,000.00	0.00	0.00	0.00	0.00	53.74	500,000.00	500,000.00	
<a href="#">110-33486</a>	Trail Connector Grant	371,740.00	847.35	597,477.07	550,469.95	0.00	355,400.27			
<a href="#">110-33490</a>	SR CIT CTR-GNRD STATE GRANT	0.00	13,450.00	0.00	15,420.00	0.00	6,276.00			
<a href="#">110-33510</a>	STATE SALES TAX	350,000.00	387,045.60	350,000.00	469,404.59	465,100.00	400,886.49	482,098.50	482,098.50	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		\$92.25 per capita amount 5226 population \$482,098.50 Total state sales tax								
<a href="#">110-33520</a>	STATE INCOME TAX	28,000.00	15,501.88	28,000.00	15,142.70	28,000.00	15,142.70	10,000.00	10,000.00	
<a href="#">110-33521</a>	TELECOM SALES CITY	350.00	1,899.83	350.00	1,755.85	350.00	1,419.93	350.00	350.00	
<a href="#">110-33530</a>	STATE BEER TAX	2,000.00	2,118.44	2,000.00	2,419.27	2,600.00	2,448.02	2,613.00	2,613.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		Defined Budgets								
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	\$0.50 per capita amount 5226 population \$2,613.00									
<a href="#">110-33540</a>	STATE ALCOHOLIC BEVERAGE TAX	16,000.00	15,214.00	16,000.00	16,640.74	10,400.00	14,302.84	14,000.00	14,000.00	
<a href="#">110-33552</a>	STATE-CITY STREETS AND TRANS...	9,100.00	9,151.57	9,100.00	10,476.76	9,100.00	8,646.14	8,500.00	8,500.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	\$2.00 per capita amount 5226 population \$10,452.00									
<a href="#">110-33591</a>	GROSS RECEIPTS - TVA	50,000.00	51,492.60	50,000.00	61,886.32	61,500.00	48,207.60	62,712.00	62,712.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	\$12.00 per capita amount 5226 population \$62,712.00 Total									
<a href="#">110-33593</a>	CORPORATE EXCISE TAX	2,000.00	3,188.22	2,000.00	4,075.68	2,000.00	18,791.65	10,000.00	10,000.00	
<a href="#">110-33701</a>	AO SMITH PROJECT REIMBURSE...	0.00	0.00	0.00	0.00	0.00	9,675.00	161,005.00	161,005.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	2/11/20 Council Meeting AO Smith will reimburse payment of \$161,005 for red light design.									
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE Total:</b>		<b>1,229,190.00</b>	<b>1,076,535.49</b>	<b>1,176,427.07</b>	<b>1,359,015.27</b>	<b>579,050.00</b>	<b>886,528.38</b>	<b>1,527,689.50</b>	<b>1,527,689.50</b>	<b>0.00</b>
<b>RevCategory: 34000 - CHARGES FOR SERVICES</b>										
<a href="#">110-34210</a>	SPECIAL POLICE SERVICE	0.00	1,050.00	0.00	0.00	0.00	1,500.00			
<a href="#">110-34230</a>	FEES AND COMMISSIONS	500.00	1,014.55	500.00	500.00	500.00	0.00	500.00	500.00	
<a href="#">110-34240</a>	ACCIDENT REPORT CHARGES	500.00	311.00	500.00	1,042.00	500.00	316.23	250.00	250.00	
<a href="#">110-34741</a>	SUMMER LEAGUE BALL	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00			
<a href="#">110-34742</a>	ADULT RECREATIONAL PROGRAM	0.00	1,469.29	0.00	0.00	0.00	0.00			
<a href="#">110-34780</a>	Music On Main	0.00	6,530.00	0.00	6,296.00	0.00	6,165.00	3,000.00	3,000.00	
<a href="#">110-34790</a>	Event committee	0.00	100.00	0.00	1,500.00	0.00	200.00			
<a href="#">110-34799</a>	MAIN ST DECORATIONS DONATI...	4,500.00	1,100.00	4,500.00	0.00	4,500.00	0.00			

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-34901</a>	ELECTRONIC CITATION POLICE	5,000.00	6,529.44	5,000.00	0.00	5,000.00	0.00			
<a href="#">110-34902</a>	ELECTRONIC CITATIONS COURT	2,000.00	1,769.00	2,000.00	1,951.63	2,000.00	1,164.99	1,500.00	1,500.00	
<a href="#">110-34911</a>	TRAFFIC SCHOOL FEES	15,000.00	16,250.00	15,000.00	18,871.50	15,000.00	13,600.00	10,000.00	10,000.00	
<a href="#">110-34977</a>	Event Committee	0.00	100.00	0.00	465.00	0.00	1,205.00			
<b>RevCategory: 34000 - CHARGES FOR SERVICES Total:</b>		<b>30,500.00</b>	<b>36,223.28</b>	<b>30,500.00</b>	<b>30,626.13</b>	<b>30,500.00</b>	<b>24,151.22</b>	<b>15,250.00</b>	<b>15,250.00</b>	<b>0.00</b>
<b>RevCategory: 35000 - FINES, FORFEITS, AND PENALTIES</b>										
<a href="#">110-35110</a>	CITY COURT FINES AND COSTS	375,000.00	376,862.06	375,000.00	404,145.04	375,000.00	323,352.89	350,000.00	350,000.00	
<b>RevCategory: 35000 - FINES, FORFEITS, AND PENALTIES Total:</b>		<b>375,000.00</b>	<b>376,862.06</b>	<b>375,000.00</b>	<b>404,145.04</b>	<b>375,000.00</b>	<b>323,352.89</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>0.00</b>
<b>RevCategory: 36000 - OTHER REVENUE</b>										
<a href="#">110-36000</a>	OTHER REVENUES	20,000.00	39,654.81	20,000.00	81,839.97	20,000.00	88,301.02	20,000.00	20,000.00	
<a href="#">110-36100</a>	INTEREST EARNINGS	3,000.00	57,456.65	3,000.00	105,164.51	25,000.00	72,589.89	50,000.00	50,000.00	
<a href="#">110-36212</a>	RENT - DEVELOPMENT NO.-2	0.00	0.00	0.00	0.00	0.00	500.00			
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Rental of Senior Center								
<a href="#">110-36350</a>	INSURANCE RECOVERIES	0.00	14,422.37	0.00	11,905.87	0.00	4,150.00			
<a href="#">110-36400</a>	SUMMERFEST	20,000.00	20,187.00	20,000.00	20,250.10	20,000.00	730.00	20,000.00	20,000.00	
<a href="#">110-36420</a>	PARK REVENUE	1,500.00	950.00	1,500.00	2,050.00	1,500.00	1,300.00	1,500.00	1,500.00	
<a href="#">110-36425</a>	FARMERS MARKET	0.00	3,322.00	0.00	1,290.00	0.00	355.00			
<a href="#">110-36600</a>	CREDIT CARD FEES	3,000.00	-770.68	3,000.00	-769.24	3,000.00	-386.04			
<a href="#">110-36710</a>	CONTRI AND DONATIONS FIRE A...	259,000.00	229,375.23	259,000.00	263,462.98	259,000.00	267,631.99	360,000.00	360,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Annual Fire Tax \$100,000 part-time fire salary payment for county coverage								
<a href="#">110-36731</a>	CONTRI AND DONATIONS-COUN...	0.00	1,039.50	0.00	0.00	0.00	1,443.00			
<a href="#">110-36900</a>	OTHER REVENUE SOURCE	0.00	0.00	0.00	0.00	0.00	0.00	11,000,000.00	11,000,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		CITY HALL 5,000,000 FIRE HALL 5,000,000 FIRE TRUCK 1,000,000								
<b>RevCategory: 36000 - OTHER REVENUE Total:</b>		<b>306,500.00</b>	<b>365,636.88</b>	<b>306,500.00</b>	<b>485,194.19</b>	<b>328,500.00</b>	<b>436,614.86</b>	<b>11,451,500.00</b>	<b>11,451,500.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 41210 - CITY COURT</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-41210-110</a>	SALARIES	165,600.00	164,659.00	168,800.00	168,433.83	178,500.00	146,018.27	180,675.00	180,675.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Council eliminating this position -hiring freeze Court Officer \$100 per court day \$2400 per year									
<a href="#">110-41210-112</a>	SALARIES-OVERTIME	200.00	134.62	1,200.00	125.09	1,200.00	0.00	1,200.00	1,200.00	
<a href="#">110-41210-132</a>	BONUS PAY	4,200.00	4,200.00	4,350.00	4,350.00	5,100.00	5,050.00	5,600.00	5,600.00	
<a href="#">110-41210-141</a>	OASI (EMPLOYER'S SHARE)	12,300.00	12,077.12	14,000.00	12,214.38	15,000.00	10,722.06	15,000.00	15,000.00	
<a href="#">110-41210-142</a>	HOSPITAL AND HEALTH INSURA...	6,600.00	6,031.21	8,300.00	7,424.17	8,500.00	6,850.75	25,500.00	25,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Based on \$8500 per employee for FY21 More accurate numbers in May.									
<a href="#">110-41210-143</a>	RETIREMENT - CURRENT	8,500.00	8,218.25	8,600.00	8,325.50	9,500.00	7,259.75	12,200.00	12,200.00	
<a href="#">110-41210-146</a>	WORKMEN'S COMPENSATION	460.00	268.13	350.00	259.52	350.00	228.77	1,300.00	1,300.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Worker's Comp Insurance/possible claim deductible payment									
<a href="#">110-41210-148</a>	EDUCATION AND TRAINING	1,500.00	1,444.92	2,500.00	974.45	2,200.00	84.11	500.00	500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head cut \$2000 for the conference to reduce expenses In case we get to go to the conference									
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>199,360.00</b>	<b>197,033.25</b>	<b>208,100.00</b>	<b>202,106.94</b>	<b>220,350.00</b>	<b>176,213.71</b>	<b>241,975.00</b>	<b>241,975.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-41210-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	0.00	43.75	100.00	0.00	500.00	0.00			
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head cut to reduce expenses advertisement for jobs									
<a href="#">110-41210-245</a>	TELEPHONE AND TELEGRAPH	3,700.00	3,432.15	3,900.00	4,111.27	4,300.00	3,321.69	4,000.00	4,000.00	
<a href="#">110-41210-256</a>	CONSULTANT'S SERVICES	3,200.00	3,158.05	4,400.00	2,907.97	3,500.00	0.00	3,000.00	3,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-41210-259</a>	OTHER PROFESSIONAL SERVICES	3,000.00	3,000.00	3,000.00	2,250.00	3,000.00	2,250.00	3,000.00	3,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	da fees for prosecuting									
<a href="#">110-41210-299</a>	OTHER EXPENSES	400.00	446.64	400.00	565.79	400.00	119.83	500.00	500.00	
<a href="#">110-41210-310</a>	OFFICE SUPPLIES	2,500.00	2,462.31	2,500.00	1,406.22	2,500.00	1,158.87	2,000.00	2,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	department head reduced \$500 to cut expenses									
<a href="#">110-41210-328</a>	TRAFFIC SCHOOL MATERIALS	3,500.00	1,888.50	3,500.00	572.97	7,500.00	5,093.70	5,000.00	5,000.00	
<a href="#">110-41210-510</a>	INSURANCE	4,430.00	4,429.20	2,500.00	2,497.26	3,000.00	2,080.07	3,500.00	3,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">110-41210-794</a>	PROBATION PAY SUPPLEMENT	30,000.00	23,846.21	29,600.00	22,928.20	31,500.00	22,652.65	32,500.00	32,500.00	
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>50,730.00</b>	<b>42,706.81</b>	<b>49,900.00</b>	<b>37,239.68</b>	<b>56,200.00</b>	<b>36,676.81</b>	<b>53,500.00</b>	<b>53,500.00</b>	<b>0.00</b>
<b>Department: 41210 - CITY COURT Total:</b>		<b>250,090.00</b>	<b>239,740.06</b>	<b>258,000.00</b>	<b>239,346.62</b>	<b>276,550.00</b>	<b>212,890.52</b>	<b>295,475.00</b>	<b>295,475.00</b>	<b>0.00</b>



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 41510 - CITY RECORDER</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-41510-110</a>	SALARIES	276,000.00	272,129.03	296,000.00	287,484.35	327,000.00	247,522.01	350,050.00	350,050.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Per Council request eliminate assistant to reduce cost Added Janitor position in FY20 Added Mayor Assistant Full Time position									
<a href="#">110-41510-112</a>	SALARIES-OVERTIME	1,000.00	0.00	1,500.00	0.00	1,500.00	866.60	1,500.00	1,500.00	
<a href="#">110-41510-132</a>	BONUS PAY	2,800.00	2,800.00	3,400.00	3,400.00	4,100.00	3,400.00	3,800.00	3,800.00	
<a href="#">110-41510-141</a>	OASI (EMPLOYER'S SHARE)	24,000.00	20,081.29	24,000.00	21,298.40	26,500.00	18,425.38	28,450.00	28,450.00	
<a href="#">110-41510-142</a>	HOSPITAL AND HEALTH INSURA...	19,500.00	18,510.75	35,000.00	24,912.30	38,000.00	20,889.22	42,500.00	42,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Based on \$8500 per employee for FY21 More accurate numbers in May									
<a href="#">110-41510-143</a>	RETIREMENT - CURRENT	16,700.00	15,112.05	15,500.00	15,602.57	18,000.00	12,890.89	17,800.00	17,800.00	
<a href="#">110-41510-146</a>	WORKMEN'S COMPENSATION	3,700.00	821.27	3,700.00	691.70	2,200.00	2,197.92	3,000.00	3,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Worker's Comp Insurance/possible claim deductible payment									
<a href="#">110-41510-148</a>	EDUCATION AND TRAINING	8,290.00	5,446.74	10,000.00	7,135.37	10,000.00	4,723.33	10,000.00	10,000.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>351,990.00</b>	<b>334,901.13</b>	<b>389,100.00</b>	<b>360,524.69</b>	<b>427,300.00</b>	<b>310,915.35</b>	<b>457,100.00</b>	<b>457,100.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-41510-211</a>	POSTAGE	4,500.00	3,407.20	5,000.00	2,780.58	5,000.00	2,307.15	5,000.00	5,000.00	
<a href="#">110-41510-212</a>	FREIGHT & SHIPPING	275.00	17.96	300.00	31.71	300.00	34.09	300.00	300.00	
<a href="#">110-41510-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	20,500.00	17,517.60	21,500.00	23,180.18	9,000.00	7,446.81	17,000.00	17,000.00	
<a href="#">110-41510-235</a>	Mayor Public Relations	0.00	0.00	12,000.00	11,681.86	20,000.00	8,462.23	25,000.00	25,000.00	
<a href="#">110-41510-236</a>	Public Relations- Welcome Kits	0.00	0.00	5,000.00	1,137.50	0.00	0.00			
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head removed to reduce expenses									
<a href="#">110-41510-241</a>	ELECTRIC	17,000.00	14,785.33	15,500.00	13,991.22	15,500.00	9,585.94	15,500.00	15,500.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<a href="#">110-41510-242</a>	WATER	2,100.00	1,989.88	2,200.00	2,063.59	2,150.00	1,362.37	2,500.00	2,500.00		
<a href="#">110-41510-244</a>	GAS	2,650.00	2,787.53	2,000.00	2,371.09	2,850.00	2,273.86	2,500.00	2,500.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	reduced to same budget as last year to reduce cost										
<a href="#">110-41510-245</a>	TELEPHONE AND TELEGRAPH	9,000.00	6,691.20	10,500.00	7,975.88	10,500.00	4,374.08	10,000.00	10,000.00		
<a href="#">110-41510-252</a>	LEGAL SERVICES	42,500.00	37,887.50	65,000.00	55,526.56	65,000.00	43,030.00	65,000.00	65,000.00		
<a href="#">110-41510-254</a>	ENGINEER EXP	0.00	0.00	0.00	0.00	22,500.00	23,715.00	20,000.00	20,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	department head cut \$2500 to reduce expenses										
<a href="#">110-41510-256</a>	CONSULTANT'S SERVICES	20,000.00	12,867.85	20,000.00	11,119.95	20,000.00	4,974.06	5,000.00	5,000.00		
<a href="#">110-41510-258</a>	ACCOUNTING SERVICE	13,500.00	14,437.50	14,000.00	8,369.00	14,000.00	10,165.00	20,000.00	20,000.00		
<a href="#">110-41510-260</a>	REPAIR AND MAINTENANC-BLDG	30,000.00	21,097.65	20,000.00	10,818.42	20,000.00	5,964.80	15,000.00	15,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	reduced \$5000 based on past spending to reduce cost										
<a href="#">110-41510-269</a>	ADA TRANSITIONAL PLAN - REPA...	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00		
<a href="#">110-41510-289</a>	OTHER TRAVEL	3,000.00	3,077.85	3,000.00	1,122.79	3,000.00	1,320.39	2,000.00	2,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	reduced based on spending habits and more zoom meetings planned and to cut expenses										
<a href="#">110-41510-298</a>	ELECTION EXPENSE	2,500.00	2,021.75	2,500.00	0.00	2,500.00	15,164.75				
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	department head cut due to no planned election and to reduce expenses										
<a href="#">110-41510-299</a>	OTHER EXPENSES	19,100.00	13,978.57	15,000.00	6,664.36	15,000.00	4,033.88	15,000.00	15,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Use this account to cover the Property Tax Relief Match loss										
<a href="#">110-41510-310</a>	OFFICE SUPPLIES	13,000.00	7,584.36	13,000.00	7,286.82	12,500.00	6,689.73	13,000.00	13,000.00		
<a href="#">110-41510-331</a>	GAS, DIESEL (FUEL ONLY)	750.00	177.91	700.00	216.15	1,200.00	972.97	500.00	500.00		

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-41510-510</a>	INSURANCE	10,000.00	9,926.60	10,500.00	4,131.73	5,000.00	3,465.38	10,000.00	10,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">110-41510-631</a>	INTEREST ON BONDED DEBT	0.00	0.00	0.00	0.00	0.00	0.00	237,500.00	237,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	INTEREST PAYMENT ON BOND DEBT CITY HALL FIRE HALL									
<a href="#">110-41510-717</a>	MATCH FOR FRIENDS OF LIBRARY	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
<a href="#">110-41510-721</a>	CONTRIBUTION LIBRARY	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	
<a href="#">110-41510-725</a>	CONTRIBUTION-LEADERSHIP CH...	500.00	0.00	500.00	500.00	500.00	0.00			
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	based on history of contributions and to reduce expenses organization will have to request it from council if they want it again.									
<a href="#">110-41510-727</a>	CONTRIBUTION-CHAMBER OF C...	750.00	1,200.00	750.00	600.00	750.00	0.00	750.00	750.00	
<a href="#">110-41510-731</a>	CHEATHAM CO HIST. & GEN ASS...	500.00	0.00	500.00	0.00	500.00	0.00			
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	based on past history and to reduce expense organization will have to request funds from council if they want it again									
<a href="#">110-41510-734</a>	CH CO IMAGINATION LIBRARY	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00			
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	cut based on past history and to reduce expenses organization will have to request funds from council if they want the funds again in the future									
<a href="#">110-41510-735</a>	CH COUNTY BOE MIXED DRINK T...	10,000.00	8,188.62	0.00	8,183.87	0.00	1,448.74			
<a href="#">110-41510-737</a>	EVENT COMMITTEE	15,000.00	14,100.73	15,000.00	14,958.99	17,500.00	14,926.03	5,000.00	5,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Planning a community event for October that will cost less.									
<a href="#">110-41510-740</a>	Master Gardeners Beautification...	0.00	0.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<a href="#">110-41510-754</a>	Home Grant	400,000.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	110-33435										
<a href="#">110-41510-795</a>	CHEATHAM COUNTY PORT AUT...	500.00	0.00	500.00	0.00	500.00	0.00	500.00	500.00		
<a href="#">110-41510-925</a>	SPECIAL PROJECTS	35,000.00	34,165.00	36,260.00	43,290.00	31,000.00	30,047.36				
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>688,625.00</b>	<b>242,908.59</b>	<b>309,710.00</b>	<b>255,502.25</b>	<b>315,250.00</b>	<b>219,264.62</b>	<b>1,014,550.00</b>	<b>1,014,550.00</b>	<b>0.00</b>	
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>											
<a href="#">110-41510-900</a>	CAPITAL OUTLAY	16,000.00	11,456.11	33,000.00	26,742.42	628,500.00	620,482.00	5,000,000.00	5,000,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	To construct and equip the new city hall.										
<a href="#">110-41510-941</a>	SURPLUS	7,500.00	0.00	10,000.00	0.00	0.00	0.00	5,000.00	5,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	department head reduced \$5000 to cut expenses										
<a href="#">110-41510-944</a>	LEASE OR PURCHASE	6,000.00	5,420.07	6,000.00	5,442.40	6,000.00	4,657.41	6,000.00	6,000.00		
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>29,500.00</b>	<b>16,876.18</b>	<b>49,000.00</b>	<b>32,184.82</b>	<b>634,500.00</b>	<b>625,139.41</b>	<b>5,011,000.00</b>	<b>5,011,000.00</b>	<b>0.00</b>	
<b>Department: 41510 - CITY RECORDER Total:</b>		<b>1,070,115.00</b>	<b>594,685.90</b>	<b>747,810.00</b>	<b>648,211.76</b>	<b>1,377,050.00</b>	<b>1,155,319.38</b>	<b>6,482,650.00</b>	<b>6,482,650.00</b>	<b>0.00</b>	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018		2018-2019		2019-2020		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 41640 - Technology</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-41640-110</a>	Salaries	0.00	0.00	0.00	0.00	45,600.00	32,108.40	62,400.00	62,400.00	
<a href="#">110-41640-112</a>	Overtime	0.00	0.00	0.00	0.00	2,000.00	464.52	2,000.00	2,000.00	
<a href="#">110-41640-141</a>	OASI	0.00	0.00	0.00	0.00	4,000.00	2,460.46	5,125.00	5,125.00	
<a href="#">110-41640-142</a>	Hospital Insurance	0.00	0.00	0.00	0.00	5,650.00	2,820.15	8,500.00	8,500.00	
<a href="#">110-41640-143</a>	Retirement	0.00	0.00	0.00	0.00	7,600.00	1,954.09	4,200.00	4,200.00	
<a href="#">110-41640-146</a>	Worker's Compensation	0.00	0.00	0.00	0.00	150.00	0.00	1,200.00	1,200.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Worker's Comp Insurance/possible claim deductible payment									
<a href="#">110-41640-148</a>	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Microsoft Office, Networking security and sever									
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>65,000.00</b>	<b>39,807.62</b>	<b>86,425.00</b>	<b>86,425.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-41640-230</a>	Publicity, Subscriptions, and Dues	0.00	0.00	0.00	0.00	98,200.00	53,449.91	98,500.00	98,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Licensing for software : 365- \$7K & Tyler-\$25K									
<a href="#">110-41640-245</a>	TELEPHONE AND TELEGRAPH	0.00	0.00	0.00	0.00	560.00	415.56	1,200.00	1,200.00	
<a href="#">110-41640-256</a>	Consultant's Services	0.00	0.00	0.00	0.00	14,100.00	14,080.00	15,000.00	15,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Joe Atnip, Peace conversions, audit, tyler consulting									
<a href="#">110-41640-289</a>	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	travel for training (airfare, hotel)									
<a href="#">110-41640-299</a>	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	
<a href="#">110-41640-310</a>	Office Supplies	0.00	0.00	0.00	0.00	3,840.00	3,834.17	1,500.00	1,500.00	
<a href="#">110-41640-320</a>	OPERATING EXPENSES	0.00	0.00	0.00	0.00	23,650.00	0.00	10,000.00	10,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018		2018-2019		2019-2020		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Budget Notes</b>	<b>Description</b>									
Budget Code										
DEPT	Fire Walls & Switches									
<a href="#">110-41640-330</a>	Lease Purchase Agreement	0.00	0.00	0.00	0.00	0.00	0.00	55,000.00	55,000.00	
<b>Budget Notes</b>	<b>Description</b>									
Budget Code										
DEPT	Dell Lease purchase agreements (\$9100 for local clients, \$25,000 for data backup protection at city hall, \$20,000 for PD)									
<a href="#">110-41640-510</a>	Insurance	0.00	0.00	0.00	0.00	650.00	637.67	1,500.00	1,500.00	
<b>Budget Notes</b>	<b>Description</b>									
Budget Code										
DEPT	Property & Liability Insurance/possible claim deductible payment									
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>141,000.00</b>	<b>72,417.31</b>	<b>185,700.00</b>	<b>185,700.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">110-41640-900</a>	Capital Outlay	0.00	0.00	0.00	0.00	35,000.00	6,013.76	10,000.00	10,000.00	
<b>Budget Notes</b>	<b>Description</b>									
Budget Code										
DEPT	Emergency Server if needed									
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>6,013.76</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>
<b>Department: 41640 - Technology Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>241,000.00</b>	<b>118,238.69</b>	<b>282,125.00</b>	<b>282,125.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 42100 - POLICE</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-42100-110</a>	SALARIES	768,200.00	776,607.74	817,400.00	807,872.03	884,700.00	690,478.33	864,925.00	864,925.00	
<a href="#">110-42100-112</a>	SALARIES-OVERTIME	40,000.00	33,672.97	40,000.00	34,660.79	40,000.00	29,470.04	40,000.00	40,000.00	
<a href="#">110-42100-132</a>	BONUS PAY	17,400.00	17,400.00	16,500.00	16,500.00	15,500.00	15,500.00	17,000.00	17,000.00	
<a href="#">110-42100-141</a>	OASI (EMPLOYER'S SHARE)	69,000.00	60,724.26	69,500.00	62,805.88	75,000.00	53,035.84	73,775.00	73,775.00	
<a href="#">110-42100-142</a>	HOSPITAL AND HEALTH INSURA...	105,000.00	81,870.58	119,300.00	100,558.07	136,800.00	112,264.83	153,000.00	153,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Based on \$8500 per employee for FY21 More accurate numbers in May										
<a href="#">110-42100-143</a>	RETIREMENT - CURRENT	57,000.00	50,359.61	58,600.00	54,587.42	59,500.00	45,653.57	59,150.00	59,150.00	
<a href="#">110-42100-146</a>	WORKMEN'S COMPENSATION	32,000.00	30,690.10	30,000.00	31,247.47	30,000.00	25,075.47	35,000.00	35,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Worker's Comp Insurance/possible claim deductible payment										
<a href="#">110-42100-148</a>	EDUCATION AND TRAINING	13,600.00	13,163.40	14,500.00	14,207.38	14,000.00	8,938.25	14,000.00	14,000.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>1,102,200.00</b>	<b>1,064,488.66</b>	<b>1,165,800.00</b>	<b>1,122,439.04</b>	<b>1,255,500.00</b>	<b>980,416.33</b>	<b>1,256,850.00</b>	<b>1,256,850.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-42100-210</a>	COMMUNICATION	5,100.00	4,693.50	2,500.00	788.13	2,500.00	614.00	2,500.00	2,500.00	
<a href="#">110-42100-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	3,000.00	2,894.03	3,250.00	3,334.11	3,500.00	1,260.18	3,500.00	3,500.00	
<a href="#">110-42100-241</a>	ELECTRIC	7,400.00	7,471.71	8,500.00	6,886.09	8,500.00	5,847.07	8,500.00	8,500.00	
<a href="#">110-42100-242</a>	WATER	800.00	781.64	900.00	896.78	925.00	803.09	950.00	950.00	
<a href="#">110-42100-244</a>	GAS	4,350.00	4,257.55	4,100.00	4,097.48	4,450.00	3,677.05	4,250.00	4,250.00	
<a href="#">110-42100-245</a>	TELEPHONE AND TELEGRAPH	24,000.00	24,195.14	35,000.00	31,201.46	30,000.00	18,423.28	30,000.00	30,000.00	
<a href="#">110-42100-256</a>	CONSULTANT'S SERVICES	21,000.00	20,988.13	30,000.00	20,829.60	5,000.00	1,428.00	5,000.00	5,000.00	
<a href="#">110-42100-260</a>	REPAIR AND MAINTENANC-BLDG	10,000.00	6,193.30	12,950.00	6,568.03	14,800.00	3,346.24	15,000.00	15,000.00	
<a href="#">110-42100-261</a>	REPAIR AND MAINTENANCE MO...	15,000.00	13,285.48	17,000.00	16,032.39	15,000.00	1,176.89	15,000.00	15,000.00	
<a href="#">110-42100-269</a>	OTHER REPAIR AND MAINTENA...	2,500.00	1,612.27	3,000.00	874.39	3,000.00	0.00	3,000.00	3,000.00	
<a href="#">110-42100-289</a>	OTHER TRAVEL	4,500.00	585.98	8,000.00	960.44	8,000.00	-1,612.64	8,000.00	8,000.00	
<a href="#">110-42100-296</a>	NCIC	6,880.00	5,600.00	7,000.00	4,440.00	7,000.00	6,950.00	7,000.00	7,000.00	
<a href="#">110-42100-299</a>	OTHER EXPENSES	24,800.00	16,191.93	12,000.00	11,838.39	12,000.00	2,569.37	12,000.00	12,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-42100-310</a>	OFFICE SUPPLIES	6,000.00	6,266.18	6,000.00	6,797.70	6,000.00	5,271.40	6,500.00	6,500.00	
<a href="#">110-42100-320</a>	OPERATING SUPPLIES	4,500.00	3,826.50	10,000.00	8,485.08	10,000.00	3,707.31	10,000.00	10,000.00	
<a href="#">110-42100-326</a>	CLOTHING AND UNIFORMS	27,000.00	22,114.12	15,000.00	9,831.09	35,200.00	24,165.83	15,000.00	15,000.00	
<a href="#">110-42100-327</a>	FIRE ARM SUPPLIES	15,000.00	14,905.86	7,400.00	7,396.00	8,000.00	6,442.23	8,000.00	8,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Department Head removed from fye21 budget. Purchasing in the fye20 budget. Replace all shotguns and trade the current ones \$10,000.									
<a href="#">110-42100-331</a>	GAS, DIESEL (FUEL ONLY)	35,000.00	30,053.80	50,000.00	37,419.91	50,000.00	33,531.87	50,000.00	50,000.00	
<a href="#">110-42100-510</a>	INSURANCE	47,680.00	47,673.83	52,000.00	51,940.69	55,000.00	23,970.12	55,000.00	55,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">110-42100-798</a>	Donation Money	1,000.00	921.76	1,000.00	-389.65	1,000.00	-358.00	1,000.00	1,000.00	
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>265,510.00</b>	<b>234,512.71</b>	<b>285,600.00</b>	<b>230,228.11</b>	<b>279,875.00</b>	<b>141,213.29</b>	<b>260,200.00</b>	<b>260,200.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">110-42100-900</a>	CAPITAL OUTLAY	190,000.00	162,074.28	132,316.00	128,214.81	107,800.00	12,765.48	162,402.00	162,402.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	2 cars and all equipment Department Head requested encumbrance of \$80,402 be re-appropriated for the fye21 year. The amount represents 2 cars that will not be purchased by June 30, 2020 due to COVID-19.									
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>190,000.00</b>	<b>162,074.28</b>	<b>132,316.00</b>	<b>128,214.81</b>	<b>107,800.00</b>	<b>12,765.48</b>	<b>162,402.00</b>	<b>162,402.00</b>	<b>0.00</b>
<b>Department: 42100 - POLICE Total:</b>		<b>1,557,710.00</b>	<b>1,461,075.65</b>	<b>1,583,716.00</b>	<b>1,480,881.96</b>	<b>1,643,175.00</b>	<b>1,134,395.10</b>	<b>1,679,452.00</b>	<b>1,679,452.00</b>	<b>0.00</b>



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 42200 - FIRE PROTECTION AND CONTROL</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-42200-110</a>	SALARIES	554,467.69	579,734.95	723,000.00	615,134.55	745,000.00	629,534.19	738,075.00	738,075.00	
<a href="#">110-42200-112</a>	SALARIES-OVERTIME	25,958.12	21,980.48	41,500.00	35,035.07	32,000.00	26,790.82	28,500.00	28,500.00	
<a href="#">110-42200-120</a>	WAGES	75,000.00	93,191.75	136,819.99	114,623.12	80,350.00	64,043.44	207,100.00	207,100.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	\$100,000 pass through to pay for county coverage \$13.50 per hour increase to \$15 per hour									
<a href="#">110-42200-132</a>	BONUS PAY	12,300.00	12,300.00	13,600.00	10,600.00	13,100.00	12,100.00	13,500.00	13,500.00	
<a href="#">110-42200-141</a>	OASI (EMPLOYER'S SHARE)	55,616.63	52,975.85	73,500.00	56,957.32	65,500.00	54,469.02	78,975.00	78,975.00	
<a href="#">110-42200-142</a>	HOSPITAL AND HEALTH INSURA...	67,738.95	67,481.08	105,000.00	70,807.41	89,400.00	75,450.82	119,000.00	119,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Based on \$8,500 per person. True figures in May.									
<a href="#">110-42200-143</a>	RETIREMENT - CURRENT	45,117.08	38,650.50	52,000.00	41,215.16	50,500.00	41,899.02	50,725.00	50,725.00	
<a href="#">110-42200-146</a>	WORKMEN'S COMPENSATION	18,550.05	22,538.04	25,000.00	23,632.19	27,000.00	22,885.58	27,000.00	27,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Worker's Comp Insurance/possible claim deductible payment									
<a href="#">110-42200-148</a>	EDUCATION AND TRAINING	29,246.00	19,233.30	30,500.00	30,271.68	14,000.00	11,461.44	18,000.00	18,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head cut \$10,000 to reduce expenses Ada training									
<a href="#">110-42200-162</a>	VOLUNTEER FIREMEN	30,632.34	28,226.10	11,580.01	5,431.67	42,000.00	33,355.13	35,000.00	35,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head cut \$5,000 to reduce expenses									
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>914,626.86</b>	<b>936,312.05</b>	<b>1,212,500.00</b>	<b>1,003,708.17</b>	<b>1,158,850.00</b>	<b>971,989.46</b>	<b>1,315,875.00</b>	<b>1,315,875.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-42200-210</a>	COMMUNICATION	9,000.00	5,433.50	4,000.00	4,151.14	9,000.00	4,547.43	9,000.00	9,000.00	
<a href="#">110-42200-211</a>	POSTAGE	193.46	126.00	500.00	17.00	200.00	0.00	500.00	500.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">110-42200-212</a>	FREIGHT & SHIPPING	1,500.00	87.62	1,600.00	218.85	1,600.00	233.60	1,600.00	1,600.00	
<a href="#">110-42200-219</a>	Fire Prevention/Public Ed	9,000.00	9,747.32	10,950.00	10,707.58	10,000.00	9,550.20	10,500.00	10,500.00	
	<b>Budget Notes</b>									
	<b>Budget Code</b>									
	DEPT	<b>Description</b>								
		Fire prevention items to use in schools.								
<a href="#">110-42200-230</a>	PUBLICITY/SUBSCRIPTION/DUES	6,498.94	6,499.26	8,850.00	8,798.51	4,000.00	3,662.81	5,500.00	5,500.00	
	<b>Budget Notes</b>									
	<b>Budget Code</b>									
	DEPT	<b>Description</b>								
		Codes books and subscriptions								
<a href="#">110-42200-241</a>	ELECTRIC	17,159.74	15,804.80	15,000.00	10,933.77	11,000.00	8,564.88	18,000.00	18,000.00	
<a href="#">110-42200-242</a>	WATER	2,600.00	1,125.83	2,500.00	1,063.21	2,500.00	951.29	2,500.00	2,500.00	
<a href="#">110-42200-244</a>	NATURAL GAS	5,479.78	5,061.19	5,500.00	4,486.80	5,500.00	3,363.31	5,500.00	5,500.00	
<a href="#">110-42200-245</a>	Telephone	15,500.00	15,500.00	23,000.00	16,553.00	18,000.00	13,888.70	24,500.00	24,500.00	
	<b>Budget Notes</b>									
	<b>Budget Code</b>									
	DEPT	<b>Description</b>								
		Added 3 employees in FY20.								
<a href="#">110-42200-254</a>	ENGINEER EXPENSE	6,763.00	1,984.38	10,000.00	6,000.00	41,000.00	40,720.00	10,000.00	10,000.00	
<a href="#">110-42200-256</a>	CONSULTANTS SERVICE	12,900.00	8,574.87	12,000.00	9,074.87	28,500.00	13,302.05	28,500.00	28,500.00	
<a href="#">110-42200-257</a>	TN STATE PLANNING OFFICE	8,491.13	8,179.20	10,000.00	0.00	10,000.00	0.00	10,000.00	10,000.00	
<a href="#">110-42200-260</a>	REPAIR AND MAINTENANC-BLDG	58,947.97	12,802.28	14,000.00	16,065.94	65,000.00	59,833.02	10,000.00	10,000.00	
	<b>Budget Notes</b>									
	<b>Budget Code</b>									
	DEPT	<b>Description</b>								
		Department Head cut \$43,000 to reduce cost New surface material for playground at fire hall #2. \$43,000 (poured in place rubber)								
<a href="#">110-42200-261</a>	REPAIR AND MAINTENANCE MO...	36,915.97	26,745.85	43,000.00	44,580.50	50,000.00	43,192.60	43,000.00	43,000.00	
<a href="#">110-42200-269</a>	OTHER REPAIR AND MAINTENA...	20,000.00	19,636.81	18,000.00	18,466.36	14,000.00	9,113.70	20,000.00	20,000.00	
<a href="#">110-42200-289</a>	OTHER TRAVEL	7,733.53	5,699.96	8,000.00	3,288.85	8,000.00	3,051.83	8,000.00	8,000.00	
<a href="#">110-42200-295</a>	DUMPSTER SERVICE	1,718.52	519.99	3,000.00	1,147.15	3,000.00	959.08	1,500.00	1,500.00	
<a href="#">110-42200-299</a>	OTHER EXPENSES	4,488.61	4,573.25	2,000.00	1,668.69	2,000.00	679.59	2,000.00	2,000.00	
<a href="#">110-42200-310</a>	OFFICE SUPPLIES	1,640.64	1,644.63	1,000.00	1,213.26	2,000.00	906.42	2,000.00	2,000.00	
<a href="#">110-42200-320</a>	OPERATING SUPPLIES	24,500.00	21,664.95	33,500.00	37,945.33	29,000.00	16,862.53	29,000.00	29,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		Defined Budgets								
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Fire foam, carwash soap, truck supplies, fluids, etc.									
<a href="#">110-42200-326</a>	CLOTHING AND UNIFORMS	10,800.00	10,983.02	16,000.00	12,269.02	11,000.00	4,815.90	13,750.00	13,750.00	
<a href="#">110-42200-329</a>	PERSONAL PROTECTIVE GEAR	8,000.00	7,899.27	28,000.00	21,012.20	20,000.00	5,402.76	10,000.00	10,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Department Head cut \$10,000 to reduce cost									
<a href="#">110-42200-331</a>	GAS, DIESEL (FUEL ONLY)	18,385.33	14,628.11	27,850.00	18,440.49	18,000.00	16,747.37	25,000.00	25,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Department Head cut \$5,000 to reduce expenses									
<a href="#">110-42200-510</a>	INSURANCE	47,812.82	48,312.59	50,000.00	51,002.61	68,000.00	67,513.95	75,000.00	75,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">110-42200-791</a>	JECD	5,209.70	7,686.45	10,500.00	10,248.60	10,500.00	7,686.45	10,500.00	10,500.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	City portion of the JECD salary.									
<a href="#">110-42200-792</a>	GIS SYSTEM	2,546.10	4,018.35	6,000.00	5,357.80	6,000.00	4,018.35	5,500.00	5,500.00	
<a href="#">110-42200-793</a>	GRANTS	8,925.00	912.00	0.00	10,265.64	300.00	276.47	42,800.00	42,800.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>										
DEPT	4 year grant of \$171,200 total yearly estimate of \$42,800  began in 4th quarter 2018 should end in 4th quarter 2022									
<a href="#">110-42200-796</a>	VOLUNTEER FIRE SAFER GRANT	145,587.00	93,925.76	0.00	23,402.31	0.00	0.00			
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>498,297.24</b>	<b>359,777.24</b>	<b>364,750.00</b>	<b>348,379.48</b>	<b>448,100.00</b>	<b>339,844.29</b>	<b>424,150.00</b>	<b>424,150.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

							Defined Budgets			
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">110-42200-900</a>	CAPITAL OUTLAY	81,367.66	81,367.66	122,000.00	128,754.79	110,000.00	0.00	5,105,000.00	5,105,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Department Head cut \$15,000 shade structures to reduce expenses Fire Hall \$5,000,000 Fire Truck Payment \$100,000 (maybe \$85,000) Cantilever Shade structures for playground at Fire Hall #2 \$14,000 (3 of them) \$6,000 ?								
<a href="#">110-42200-939</a>	DEMOLITIONS	0.00	0.00	10,000.00	5,000.00	12,000.00	11,148.12	10,000.00	10,000.00	
<a href="#">110-42200-940</a>	MACHINERY AND EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	900,000.00	900,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		FIRE TRUCK 800,000 \$100,000 grant								
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>81,367.66</b>	<b>81,367.66</b>	<b>132,000.00</b>	<b>133,754.79</b>	<b>122,000.00</b>	<b>11,148.12</b>	<b>6,015,000.00</b>	<b>6,015,000.00</b>	<b>0.00</b>
<b>Department: 42200 - FIRE PROTECTION AND CONTROL Total:</b>		<b>1,494,291.76</b>	<b>1,377,456.95</b>	<b>1,709,250.00</b>	<b>1,485,842.44</b>	<b>1,728,950.00</b>	<b>1,322,981.87</b>	<b>7,755,025.00</b>	<b>7,755,025.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 43100 - HIGHWAYS AND STREETS</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-43100-110</a>	SALARIES	245,000.00	227,753.20	258,500.00	248,124.31	272,000.00	222,351.91	273,450.00	273,450.00	
<a href="#">110-43100-112</a>	SALARIES-OVERTIME	10,000.00	5,899.12	7,500.00	5,298.77	10,000.00	3,889.34	10,000.00	10,000.00	
<a href="#">110-43100-132</a>	BONUS PAY	9,165.00	4,050.00	4,400.00	4,400.00	4,640.00	4,640.00	5,450.00	5,450.00	
<a href="#">110-43100-141</a>	OASI	21,811.00	17,472.60	22,000.00	19,121.43	23,000.00	16,917.82	23,125.00	23,125.00	
<a href="#">110-43100-142</a>	HOSPITAL AND HEALTH INSURA...	40,800.00	33,305.79	42,000.00	37,880.09	45,600.00	27,952.77	50,150.00	50,150.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Based on \$8,500										
True numbers in May										
<a href="#">110-43100-143</a>	RETIREMENT	17,700.00	14,243.49	18,500.00	16,590.15	18,500.00	14,705.73	18,800.00	18,800.00	
<a href="#">110-43100-146</a>	WORKERS COMP.	20,000.00	14,857.26	13,500.00	13,436.74	20,000.00	10,813.06	20,000.00	20,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Worker's Comp Insurance/possible claim deductible payment										
<a href="#">110-43100-148</a>	EDUCATION/TRAINING	2,500.00	0.00	800.00	415.00	2,500.00	88.00	2,500.00	2,500.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>366,976.00</b>	<b>317,581.46</b>	<b>367,200.00</b>	<b>345,266.49</b>	<b>396,240.00</b>	<b>301,358.63</b>	<b>403,475.00</b>	<b>403,475.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-43100-212</a>	FREIGHT/SHIPPING	500.00	0.00	500.00	25.31	1,500.00	605.67	3,000.00	3,000.00	
<a href="#">110-43100-230</a>	PUBLICITY/SUBSCRIPTION/DUES	600.00	387.25	600.00	0.00	600.00	0.00	600.00	600.00	
<a href="#">110-43100-241</a>	ELECTRIC	6,000.00	4,010.32	6,000.00	4,059.24	6,000.00	3,100.47	6,000.00	6,000.00	
<a href="#">110-43100-242</a>	WATER	600.00	388.00	600.00	433.78	600.00	380.05	600.00	600.00	
<a href="#">110-43100-244</a>	NATURAL GAS	1,800.00	919.83	1,800.00	770.78	1,800.00	565.19	1,800.00	1,800.00	
<a href="#">110-43100-245</a>	TELEPHONE	5,800.00	4,077.73	5,800.00	6,376.72	7,500.00	5,512.06	6,500.00	6,500.00	
<a href="#">110-43100-247</a>	STREET LIGHTING	90,000.00	83,533.17	90,000.00	75,593.18	90,000.00	57,008.59	90,000.00	90,000.00	
<a href="#">110-43100-254</a>	ENGINEER EXPENSE	2,500.00	1,017.48	8,000.00	440.00	188,855.00	9,675.00	10,000.00	10,000.00	
<a href="#">110-43100-260</a>	REPAIR/MAINTENANCE BUILDING	10,000.00	5,859.81	12,000.00	11,926.31	12,500.00	11,598.10	15,000.00	15,000.00	
<a href="#">110-43100-261</a>	REPAIR/MAINTENANCE VEHICLE	12,000.00	11,253.19	14,000.00	9,837.27	14,000.00	6,994.22	14,000.00	14,000.00	
<a href="#">110-43100-262</a>	REPAIR/MAINTENANCE MECH.	11,700.00	8,345.56	11,700.00	6,493.46	11,700.00	7,041.39	11,700.00	11,700.00	
<a href="#">110-43100-264</a>	REPAIR/MAINTENANCE TRAFFIC ...	10,000.00	837.50	10,000.00	3,957.06	10,000.00	300.00	10,000.00	10,000.00	
<a href="#">110-43100-268</a>	ROAD/BRIDGE REPAIRS	25,000.00	20,843.38	25,000.00	22,346.33	25,000.00	8,542.08	25,000.00	25,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<a href="#">110-43100-295</a>	DUMPSTER SERVICE	3,000.00	3,867.26	3,000.00	2,572.85	3,000.00	1,638.55	3,000.00	3,000.00		
<a href="#">110-43100-299</a>	OTHER EXPENSES	9,200.00	7,301.11	9,200.00	3,506.35	9,200.00	1,925.40	6,700.00	6,700.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Department Head cut \$2,500 to reduce expenses										
<a href="#">110-43100-310</a>	OFFICE SUPPLIES	2,000.00	1,969.30	2,000.00	0.00	2,000.00	176.48	2,000.00	2,000.00		
<a href="#">110-43100-320</a>	OPERATING SUPPLIES	20,350.00	15,503.28	25,000.00	9,170.52	25,000.00	8,410.16	12,500.00	12,500.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Department Head cut \$7,500 to reduce expenses										
<a href="#">110-43100-321</a>	AGRICULTURE AND HORTICULTU...	5,000.00	581.75	10,000.00	1,426.90	10,000.00	1,596.92	7,500.00	7,500.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Department Head cut \$2,500 to reduce expenses										
<a href="#">110-43100-326</a>	CLOTHING AND UNIFORMS	5,500.00	3,266.11	7,300.00	4,794.59	7,300.00	2,856.03	7,300.00	7,300.00		
<a href="#">110-43100-331</a>	GAS, DIESEL (FUEL ONLY)	19,600.00	10,566.68	19,600.00	9,770.94	19,600.00	9,573.04	19,600.00	19,600.00		
<a href="#">110-43100-342</a>	SIGN PARTS AND SUPPLIES	5,000.00	367.98	5,000.00	3,984.70	5,500.00	0.00	5,500.00	5,500.00		
<a href="#">110-43100-423</a>	GUARD RAILS AND POSTS	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00	2,000.00	2,000.00		
<a href="#">110-43100-426</a>	CULVERTS	6,500.00	930.00	6,500.00	2,027.80	6,500.00	0.00	6,500.00	6,500.00		
<a href="#">110-43100-451</a>	CRUSHED STONE	15,000.00	13,178.32	15,000.00	8,500.50	15,000.00	3,869.73	12,500.00	12,500.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Department Head cut \$2,500 to reduce expenses										
<a href="#">110-43100-454</a>	SALT	9,000.00	5,517.23	12,000.00	4,214.77	11,000.00	0.00	9,000.00	9,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Department Head cut \$3,000 to reduce expenses										
<a href="#">110-43100-510</a>	INSURANCE	9,550.00	9,534.57	11,000.00	6,858.17	11,000.00	7,356.72	12,000.00	12,000.00		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	Property & Liability Insurance/possible claim deductible payment										
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>288,200.00</b>	<b>214,056.81</b>	<b>313,600.00</b>	<b>199,087.53</b>	<b>497,155.00</b>	<b>148,725.85</b>	<b>300,300.00</b>	<b>300,300.00</b>	<b>0.00</b>	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018		2018-2019		2019-2020		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">110-43100-900</a>	CAPITAL OUTLAY	285,000.00	285,000.00	200,000.00	173,324.53	24,750.00	0.00			
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head removed to reduce expenses. Finish out rear shop									
<a href="#">110-43100-930</a>	IMPROVEMENTS OTHER THAN B...	0.00	0.00	0.00	0.00	0.00	0.00	168,505.00	168,505.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>	<b>Description</b>									
DEPT	\$161,005 AO Smith will reimburse 110-33701 \$7500 Ped Post, Signals, Push Buttons 161,005 Estimate Roadway Quantites									
<a href="#">110-43100-944</a>	LEASE OR PURCHASE	11,344.00	10,420.36	11,500.00	945.31	16,000.00	0.00	16,000.00	16,000.00	
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>296,344.00</b>	<b>295,420.36</b>	<b>211,500.00</b>	<b>174,269.84</b>	<b>40,750.00</b>	<b>0.00</b>	<b>184,505.00</b>	<b>184,505.00</b>	<b>0.00</b>
<b>Department: 43100 - HIGHWAYS AND STREETS Total:</b>		<b>951,520.00</b>	<b>827,058.63</b>	<b>892,300.00</b>	<b>718,623.86</b>	<b>934,145.00</b>	<b>450,084.48</b>	<b>888,280.00</b>	<b>888,280.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-44310-110</a>	SALARIES	103,000.00	96,588.99	116,000.00	109,618.96	165,850.00	98,857.24	151,175.00	151,175.00	
<a href="#">110-44310-112</a>	SALARIES -OVERTIME	0.00	0.00	0.00	0.00	150.00	110.12			
<a href="#">110-44310-132</a>	BONUS PAY	600.00	600.00	700.00	700.00	1,100.00	1,100.00	1,450.00	1,450.00	
<a href="#">110-44310-141</a>	OASI (EMPLOYER'S SHARE)	7,050.00	6,901.56	10,000.00	7,688.94	13,500.00	7,012.56	12,225.00	12,225.00	
<a href="#">110-44310-142</a>	HOSPITAL AND HEALTH INSURA...	6,300.00	4,983.70	8,000.00	6,954.09	15,412.44	4,962.79	17,000.00	17,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT		Based on \$8500 per employee. More accurate number in May.								
<a href="#">110-44310-143</a>	RETIREMENT - CURRENT	3,500.00	3,224.64	3,300.00	3,290.45	6,600.00	2,997.56	6,025.00	6,025.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT		Vacant Full time position								
<a href="#">110-44310-146</a>	WORKMEN'S COMPENSATION	600.00	1,539.42	650.00	614.06	737.56	737.56	2,000.00	2,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT		Worker's Comp Insurance/possible claim deductible payment								
<a href="#">110-44310-148</a>	EDUCATION AND TRAINING	1,000.00	198.00	700.00	0.00	1,000.00	88.00	1,000.00	1,000.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>122,050.00</b>	<b>114,036.31</b>	<b>139,350.00</b>	<b>128,866.50</b>	<b>204,350.00</b>	<b>115,865.83</b>	<b>190,875.00</b>	<b>190,875.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-44310-211</a>	POSTAGE	3,100.00	2,034.19	100.00	0.00	275.00	275.00	200.00	200.00	
<a href="#">110-44310-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	1,000.00	413.71	1,000.00	677.96	1,000.00	307.75	1,000.00	1,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT		conference dues								
<a href="#">110-44310-241</a>	ELECTRIC	12,500.00	12,109.84	13,200.00	11,412.44	14,200.00	8,884.14	14,000.00	14,000.00	
<a href="#">110-44310-242</a>	WATER	2,800.00	2,308.02	2,500.00	1,696.00	2,630.00	1,297.81	2,600.00	2,600.00	
<a href="#">110-44310-244</a>	GAS	2,500.00	2,066.07	2,500.00	2,133.46	2,630.00	1,663.05	2,500.00	2,500.00	
<a href="#">110-44310-245</a>	TELEPHONE AND TELEGRAPH	5,300.00	4,943.69	6,900.00	5,498.25	8,175.00	6,977.19	8,000.00	8,000.00	
<a href="#">110-44310-259</a>	OTHER PROFESSIONAL SERVICES	9,550.00	8,662.47	9,760.00	8,989.23	9,760.00	6,139.63	12,200.00	12,200.00	



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	raise for Lindy \$1200 gnrc prizes										
<a href="#">110-44310-260</a>	REPAIR AND MAINTENANC-BLDG	5,500.00	5,334.42	9,560.00	10,072.17	6,600.00	5,562.04	9,000.00	9,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	generator plumbing										
<a href="#">110-44310-283</a>	OUT-OF-TOWN EXPENSE	550.00	25.00	550.00	45.85	550.00	303.38	1,000.00	1,000.00		
<a href="#">110-44310-289</a>	OTHER TRAVEL	8,000.00	7,545.00	8,500.00	7,841.50	6,938.29	1,857.63	8,500.00	8,500.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	when grant money runs out this line item pays for travel midcumberland travel										
<a href="#">110-44310-295</a>	DUMPSTER SERVICE	1,800.00	1,470.18	1,800.00	1,501.79	1,955.00	1,512.00	1,800.00	1,800.00		
<a href="#">110-44310-299</a>	OTHER EXPENSES	9,500.00	7,432.32	9,240.00	7,031.34	9,500.00	3,294.34	8,500.00	8,500.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	Department Head cut \$1,000 to reduce expenses programming for the senior center copier fees										
<a href="#">110-44310-310</a>	OFFICE SUPPLIES	1,300.00	1,157.70	1,300.00	1,276.64	1,300.00	1,125.86	1,500.00	1,500.00		
<a href="#">110-44310-326</a>	SENIOR CITIZEN ACTIVITIES	200.00	109.46	250.00	0.00	250.00	0.00	250.00	250.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	shirts for the staff										
<a href="#">110-44310-510</a>	INSURANCE	3,175.00	2,909.29	2,100.00	2,030.46	2,656.71	2,656.71	3,000.00	3,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	Property & Liability Insurance/possible claim deductible payment										
<a href="#">110-44310-723</a>	MID CUMBERLAND HUMAN RES...	7,050.00	0.00	7,050.00	5,000.49	7,050.00	5,000.49	7,050.00	7,050.00		
<a href="#">110-44310-729</a>	MEALS ON WHEELS	6,500.00	0.00	8,000.00	6,499.02	8,000.00	6,499.02	8,000.00	8,000.00		
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>80,325.00</b>	<b>58,521.36</b>	<b>84,310.00</b>	<b>71,706.60</b>	<b>83,470.00</b>	<b>53,356.04</b>	<b>89,100.00</b>	<b>89,100.00</b>	<b>0.00</b>	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>											
<a href="#">110-44310-900</a>	CAPITAL OUTLAY	3,760.00	3,726.06	1,500.00	1,171.79	11,150.00	3,294.88	2,500.00	2,500.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	Department Head/Council cut \$25,000 to reduce budget enclosure of office \$25,000 new building fund										
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>3,760.00</b>	<b>3,726.06</b>	<b>1,500.00</b>	<b>1,171.79</b>	<b>11,150.00</b>	<b>3,294.88</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>0.00</b>	
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:</b>		<b>206,135.00</b>	<b>176,283.73</b>	<b>225,160.00</b>	<b>201,744.89</b>	<b>298,970.00</b>	<b>172,516.75</b>	<b>282,475.00</b>	<b>282,475.00</b>	<b>0.00</b>	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021	2020-2021	2020-2021
								DEPT	PRELIMINARY	CERT
<b>Department: 44700 - PARKS</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">110-44700-110</a>	SALARIES	148,000.00	147,900.86	142,200.00	142,015.91	159,500.00	129,456.37	161,250.00	161,250.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Department Head cut to reduce expenses seasonal employee 26 weeks 40 hours per week \$15 per hour \$15,600								
<a href="#">110-44700-112</a>	SALARIES-OVERTIME	3,000.00	3,950.00	3,000.00	3,021.71	3,000.00	348.99	3,000.00	3,000.00	
<a href="#">110-44700-132</a>	BONUS PAY	4,400.00	4,400.00	500.00	500.00	820.00	820.00	950.00	950.00	
<a href="#">110-44700-141</a>	OASI (EMPLOYER'S SHARE)	12,350.00	11,501.71	11,200.00	10,724.61	13,100.00	9,773.24	13,225.00	13,225.00	
<a href="#">110-44700-142</a>	HOSPITAL AND HEALTH INSURA...	18,050.00	17,418.62	17,400.00	17,166.18	24,320.00	14,513.25	27,200.00	27,200.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Based on \$8500 per employee for FY21 More accurate numbers in May								
<a href="#">110-44700-143</a>	RETIREMENT - CURRENT	10,100.00	9,608.53	7,800.00	8,696.15	10,600.00	8,437.32	10,750.00	10,750.00	
<a href="#">110-44700-146</a>	WORKMEN'S COMPENSATION	4,600.00	4,600.00	3,700.00	3,954.31	4,000.00	3,169.69	5,000.00	5,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		Worker's Comp Insurance/possible claim deductible payment								
<a href="#">110-44700-148</a>	EDUCATION AND TRAINING	2,000.00	1,113.01	1,500.00	1,076.01	1,150.00	336.00	1,000.00	1,000.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>202,500.00</b>	<b>200,492.73</b>	<b>187,300.00</b>	<b>187,154.88</b>	<b>216,490.00</b>	<b>166,854.86</b>	<b>222,375.00</b>	<b>222,375.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">110-44700-200</a>	CONTRACTUAL SERVICES	17,000.00	10,649.37	17,000.00	15,791.73	17,000.00	11,400.00	17,000.00	17,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		mowing								
<a href="#">110-44700-212</a>	FREIGHT & SHIPPING	1,200.00	962.16	1,200.00	786.46	1,200.00	1,069.56	1,500.00	1,500.00	
<a href="#">110-44700-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	3,000.00	4,088.43	2,200.00	2,150.18	1,500.00	1,508.96	1,500.00	1,500.00	
<a href="#">110-44700-236</a>	Farmers Market/Public Relations	5,000.00	4,027.72	5,000.00	3,430.22	5,000.00	675.00	4,000.00	4,000.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<a href="#">110-44700-241</a>	ELECTRIC	30,000.00	30,804.60	32,500.00	29,891.88	32,500.00	22,247.61	32,500.00	32,500.00		
<a href="#">110-44700-242</a>	WATER	3,600.00	4,152.97	4,200.00	3,988.26	4,200.00	3,206.00	4,700.00	4,700.00		
<a href="#">110-44700-243</a>	PORTAJOHNS	4,000.00	4,050.00	4,000.00	4,200.00	3,500.00	1,575.00	3,000.00	3,000.00		
<a href="#">110-44700-244</a>	NATURAL GAS	2,500.00	899.61	2,500.00	770.77	2,500.00	547.77	1,500.00	1,500.00		
<a href="#">110-44700-245</a>	TELEPHONE AND TELEGRAPH	4,500.00	4,825.05	5,400.00	4,222.65	5,400.00	4,054.45	5,000.00	5,000.00		
<a href="#">110-44700-254</a>	ENGINEER EXPENSE	5,000.00	2,720.00	5,900.00	5,850.02	19,000.00	15,970.75	75,000.00	75,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	Department Head cut \$30,000 to reduce expense. \$15000 puzzle fool, \$15000 johns park bathroom \$75000 trail										
<a href="#">110-44700-260</a>	REPAIR AND MAINTENANC-BLDG	5,000.00	5,599.25	5,000.00	4,230.05	5,000.00	4,424.94	9,000.00	9,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	ada repairs										
<a href="#">110-44700-261</a>	REPAIR AND MAINTENANCE MO...	1,750.00	1,783.69	2,000.00	945.19	2,000.00	460.40	2,000.00	2,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	tires										
<a href="#">110-44700-262</a>	REPAIR AND MAINTENANCE OTH...	1,000.00	306.13	1,000.00	900.00	1,000.00	883.95	1,000.00	1,000.00		
<a href="#">110-44700-263</a>	REPAIR & MAINTENANCE TRAIL	10,000.00	9,657.08	2,000.00	622.48	50,000.00	5,499.34	50,000.00	50,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	repair to bridges										
<a href="#">110-44700-289</a>	OTHER TRAVEL	900.00	0.00	0.00	0.00	63.44	0.00	900.00	900.00		
<a href="#">110-44700-295</a>	DUMPSTER SERVICE	7,000.00	6,064.24	10,200.00	8,717.07	11,000.00	8,686.53	10,000.00	10,000.00		
<a href="#">110-44700-299</a>	OTHER EXPENSES	31,000.00	31,058.87	39,000.00	33,756.69	1,000.00	393.69	1,000.00	1,000.00		
<a href="#">110-44700-310</a>	OFFICE SUPPLIES	850.00	488.44	500.00	376.06	500.00	39.59	400.00	400.00		
<a href="#">110-44700-320</a>	OPERATING SUPPLIES	10,000.00	9,998.61	10,000.00	6,511.06	9,932.00	5,730.47	10,000.00	10,000.00		
<a href="#">110-44700-321</a>	AGRICULTURE & HORTICULTURE	10,000.00	9,924.54	26,400.00	21,008.71	8,000.00	1,795.81	8,000.00	8,000.00		
<a href="#">110-44700-326</a>	CLOTHING AND UNIFORMS	1,200.00	837.54	1,700.00	1,446.43	1,500.00	740.51	1,500.00	1,500.00		
<a href="#">110-44700-331</a>	GAS, DIESEL (FUEL ONLY)	6,000.00	3,346.24	6,000.00	4,633.88	6,000.00	3,764.41	6,000.00	6,000.00		

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<a href="#">110-44700-342</a>	SIGN PARTS AND SUPPLIES	3,500.00	0.00	1,500.00	718.34	1,700.00	74.75	2,000.00	2,000.00	
<a href="#">110-44700-426</a>	CULVERTS	1,000.00	620.00	1,200.00	1,051.30	1,200.00	0.00	1,200.00	1,200.00	
<a href="#">110-44700-451</a>	CRUSHED STONE	5,000.00	3,170.89	5,000.00	5,293.89	5,000.00	904.30	5,000.00	5,000.00	
<a href="#">110-44700-510</a>	INSURANCE	6,000.00	5,939.14	7,740.00	7,739.88	9,739.74	9,739.74	15,000.00	15,000.00	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>	<b>Description</b>									
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">110-44700-935</a>	TRIATHLON	0.00	0.00	0.00	0.00	368.00	368.00	400.00	400.00	
<a href="#">110-44700-937</a>	SUMMERFEST	3,000.00	0.00	2,260.00	0.00	30,000.00	8,185.00	35,000.00	35,000.00	
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>179,000.00</b>	<b>155,974.57</b>	<b>201,400.00</b>	<b>169,033.20</b>	<b>235,803.18</b>	<b>113,946.53</b>	<b>304,100.00</b>	<b>304,100.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">110-44700-900</a>	CAPITAL OUTLAY	77,000.00	59,645.79	243,700.00	225,225.74	150,000.00	67,497.71	88,502.29	88,502.29	
<b>Budget Notes</b>	<b>Description</b>									
<b>Budget Code</b>	<b>Description</b>									
DEPT	Department Head cut 1,2,3 & 5 to reduce expenses. 1. New signs for all parks. \$7,000, 2. HVAC units for bathrooms at Riverbluff Park \$8,000, 3. Cantilever Shade structures for edge of playground at Riverbluff. \$10,000 (3 of them), 4. New swings for Riverbluff Park. \$6,000, 5. New Christmas decorations. \$4,000 Total \$35,000, Re-appropriating \$82,502.29 for paving of the Bicentennial Trail from FYE20 budget that can not be completed due to COVID19.									
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>77,000.00</b>	<b>59,645.79</b>	<b>243,700.00</b>	<b>225,225.74</b>	<b>150,000.00</b>	<b>67,497.71</b>	<b>88,502.29</b>	<b>88,502.29</b>	<b>0.00</b>
<b>Department: 44700 - PARKS Total:</b>		<b>458,500.00</b>	<b>416,113.09</b>	<b>632,400.00</b>	<b>581,413.82</b>	<b>602,293.18</b>	<b>348,299.10</b>	<b>614,977.29</b>	<b>614,977.29</b>	<b>0.00</b>
<b>Fund: 110 - GENERAL FUND Surplus (Deficit):</b>		<b>-277,201.76</b>	<b>872,799.64</b>	<b>-152,038.93</b>	<b>1,617,901.90</b>	<b>-1,714,413.18</b>	<b>878,106.52</b>	<b>-998,019.79</b>	<b>-998,019.79</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<b>Fund: 121 - STATE STREET AID FUND</b>											
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE</b>											
<a href="#">121-33551</a>	STATE GASOLINE AND MOTOR F...	125,000.00	164,649.31	200,000.00	185,474.88	201,000.00	160,144.54	199,894.50	199,894.50		
<b>Budget Notes</b>											
<b>Budget Code</b>	<b>Description</b>										
DEPT	\$38.25 per capita amount 5226 population \$199,894.50 Total										
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE Total:</b>		<b>125,000.00</b>	<b>164,649.31</b>	<b>200,000.00</b>	<b>185,474.88</b>	<b>201,000.00</b>	<b>160,144.54</b>	<b>199,894.50</b>	<b>199,894.50</b>	<b>0.00</b>	
<b>RevCategory: 36000 - OTHER REVENUE</b>											
<a href="#">121-36000</a>	OTHER REVENUES	0.00	40.37	0.00	0.00	0.00	-299.92				
<a href="#">121-36100</a>	INTEREST EARNINGS	0.00	587.93	0.00	1,097.83	500.00	733.73	500.00	500.00		
<b>RevCategory: 36000 - OTHER REVENUE Total:</b>		<b>0.00</b>	<b>628.30</b>	<b>0.00</b>	<b>1,097.83</b>	<b>500.00</b>	<b>433.81</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 43100 - HIGHWAYS AND STREETS</b>										
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">121-43100-264</a>	HIGHWAYS AND STREETS	120,000.00	9,661.14	0.00	0.00	0.00	-45.26	200,000.00	200,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT	Department Head cutting \$80,000 to reduce expenses. Did not spend 2020 funds due to COVID-19. Re-appropriating 2020 funds and adding \$140,000 for 2021.									
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>120,000.00</b>	<b>9,661.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-45.26</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>
<b>Department: 43100 - HIGHWAYS AND STREETS Total:</b>		<b>120,000.00</b>	<b>9,661.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-45.26</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>
<b>Fund: 121 - STATE STREET AID FUND Surplus (Deficit):</b>		<b>5,000.00</b>	<b>155,616.47</b>	<b>200,000.00</b>	<b>186,572.71</b>	<b>201,500.00</b>	<b>160,623.61</b>	<b>394.50</b>	<b>394.50</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018		2018-2019		2019-2020		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 123 - DRUG FUND</b>										
<b>RevCategory: 35000 - FINES, FORFEITS, AND PENALTIES</b>										
<a href="#">123-35140</a>	DRUG RELATED FINES	3,000.00	3,531.19	3,000.00	25,767.60	30,000.00	2,404.07	2,000.00	2,000.00	
<b>RevCategory: 35000 - FINES, FORFEITS, AND PENALTIES Total:</b>		<b>3,000.00</b>	<b>3,531.19</b>	<b>3,000.00</b>	<b>25,767.60</b>	<b>30,000.00</b>	<b>2,404.07</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>
<b>RevCategory: 36000 - OTHER REVENUE</b>										
<a href="#">123-36000</a>	OTHER REVENUES	0.00	144,997.50	74,999.00	1,282.13	0.00	0.00			
<a href="#">123-36100</a>	INTEREST EARNINGS	1.00	7.01	1.00	7.20	5.00	4.37	5.00	5.00	
<b>RevCategory: 36000 - OTHER REVENUE Total:</b>		<b>1.00</b>	<b>145,004.51</b>	<b>75,000.00</b>	<b>1,289.33</b>	<b>5.00</b>	<b>4.37</b>	<b>5.00</b>	<b>5.00</b>	<b>0.00</b>



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		2017-2018		2018-2019		2019-2020		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">123-42129-148</a>	EDUCATION AND TRAINING	2,500.00	1,000.00	2,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00	
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>2,500.00</b>	<b>1,000.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">123-42129-210</a>	COMMUNICATION	1,500.00	0.00	1,500.00	1,000.00	1,500.00	0.00	1,500.00	1,500.00	
<a href="#">123-42129-289</a>	OTHER TRAVEL	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	
<a href="#">123-42129-299</a>	OTHER EXPENSES	2,500.00	1,622.19	2,500.00	0.00	2,500.00	1,000.02	2,500.00	2,500.00	
<a href="#">123-42129-320</a>	OPERATING SUPPLIES	250.00	123.99	500.00	0.00	250.00	0.00	250.00	250.00	
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>5,250.00</b>	<b>1,746.18</b>	<b>5,500.00</b>	<b>2,000.00</b>	<b>5,250.00</b>	<b>1,000.02</b>	<b>5,250.00</b>	<b>5,250.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>										
<a href="#">123-42129-900</a>	DRUG INVESTIGATION AND CON...	52,000.00	45,008.42	125,000.00	111,883.00	25,000.00	0.00	25,000.00	25,000.00	
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>52,000.00</b>	<b>45,008.42</b>	<b>125,000.00</b>	<b>111,883.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:</b>		<b>59,750.00</b>	<b>47,754.60</b>	<b>133,000.00</b>	<b>113,883.00</b>	<b>32,750.00</b>	<b>1,000.02</b>	<b>32,750.00</b>	<b>32,750.00</b>	<b>0.00</b>
<b>Fund: 123 - DRUG FUND Surplus (Deficit):</b>		<b>-56,749.00</b>	<b>100,781.10</b>	<b>-55,000.00</b>	<b>-86,826.07</b>	<b>-2,745.00</b>	<b>1,408.42</b>	<b>-30,745.00</b>	<b>-30,745.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
Fund: 150 - PASS THROUGH GRANT										
RevCategory: 33000 - INTERGOVERNMENTAL REVENUE										
<a href="#">150-33100</a>	Grant Money Recieved	2,100,000.00	0.00	0.00	0.01	0.00	0.00	1,200,000.00	1,200,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>		<b>Description</b>								
DEPT		AO Smith Berm								
RevCategory: 33000 - INTERGOVERNMENTAL REVENUE Total:		2,100,000.00	0.00	0.00	0.01	0.00	0.00	1,200,000.00	1,200,000.00	0.00

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
Department: 41510 - CITY RECORDER											
ExpCategory: 200 - OPERATING EXPENSES											
<a href="#">150-41510-720</a>	Pass through grant payable	2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00		
Budget Notes											
Budget Code											
Description											
DEPT											
AO Smith Berm											
ExpCategory: 200 - OPERATING EXPENSES Total:		2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00	0.00	
Department: 41510 - CITY RECORDER Total:		2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00	0.00	
Fund: 150 - PASS THROUGH GRANT Surplus (Deficit):		0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets			
							2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT	
<b>Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1)</b>										
<b>RevCategory: 36000 - OTHER REVENUE</b>										
<a href="#">311-36100</a>		INTEREST EARNINGS	0.00	3,216.94	0.00	5,443.40	0.00	3,286.45		
		<b>RevCategory: 36000 - OTHER REVENUE Total:</b>	<b>0.00</b>	<b>3,216.94</b>	<b>0.00</b>	<b>5,443.40</b>	<b>0.00</b>	<b>3,286.45</b>	<b>0.00</b>	<b>0.00</b>
		<b>Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1) Total:</b>	<b>0.00</b>	<b>3,216.94</b>	<b>0.00</b>	<b>5,443.40</b>	<b>0.00</b>	<b>3,286.45</b>	<b>0.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Fund: 413 - WATER AND SEWER</b>										
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE</b>										
<a href="#">413-33110</a>	COMMUNITY DEVELOPMENT GR...	0.00	0.00	0.00	0.00	0.00	0.00	120,000.00	120,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT	Community Dev Grant 20% match for pump station 413-52300-900									
<b>RevCategory: 33000 - INTERGOVERNMENTAL REVENUE Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>120,000.00</b>	<b>120,000.00</b>	<b>0.00</b>
<b>RevCategory: 36000 - OTHER REVENUE</b>										
<a href="#">413-36350</a>	INSURANCE RECOVERIES	0.00	12,334.97	0.00	9,907.87	0.00	0.00			
<a href="#">413-36600</a>	CREDIT CARD FEES	875.50	2,847.10	0.00	-1,970.27	0.00	-1,491.26			
<a href="#">413-36900</a>	OTHER REVENUE SOURCE	0.00	0.00	0.00	0.00	0.00	0.00	17,000,000.00	17,000,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT	SEWER TREATMENT PLANT 17,000,000									
<b>RevCategory: 36000 - OTHER REVENUE Total:</b>		<b>875.50</b>	<b>15,182.07</b>	<b>0.00</b>	<b>7,937.60</b>	<b>0.00</b>	<b>-1,491.26</b>	<b>17,000,000.00</b>	<b>17,000,000.00</b>	<b>0.00</b>
<b>RevCategory: 37000 - REVENUE</b>										
<a href="#">413-37109</a>	CROSS CONNECTION FEES	0.00	5,595.00	0.00	2,270.00	1,900.00	2,695.00	2,500.00	2,500.00	
<a href="#">413-37110</a>	METERED WATER SALES	1,869,470.87	1,527,114.04	1,925,555.00	1,561,188.05	1,434,000.00	1,361,787.43	1,477,020.00	1,477,020.00	
<a href="#">413-37193</a>	SERVICING CUSTOMER INSTALLA...	30,900.00	24,750.00	31,827.00	27,250.00	20,000.00	21,450.00	25,000.00	25,000.00	
<a href="#">413-37196</a>	WATER TAP FEES	15,450.00	177,500.00	31,000.00	41,700.00	24,000.00	104,700.00	75,000.00	75,000.00	
<a href="#">413-37199</a>	MISCELLANEOUS	0.00	377.62	0.00	-86.08	0.00	-3,995.92			
<a href="#">413-37210</a>	SEWER SERVICE CHARGES	1,127,894.14	1,054,972.59	1,161,730.96	1,086,064.30	999,000.00	921,953.63	1,028,970.00	1,028,970.00	
<a href="#">413-37231</a>	SEWER S.T.E.P. FEE	0.00	0.00	0.00	-87,508.40	0.00	0.00			
<a href="#">413-37232</a>	INDUSTRIAL SEWER FEES	183,898.26	18,139.46	58,349.50	16,660.41	170,000.00	19,089.10	23,000.00	23,000.00	
<a href="#">413-37240</a>	SERVICE TO OTHER UTILITIES	56,650.00	74,812.50	189,415.21	164,834.50	0.00	67,934.50	70,000.00	70,000.00	
<a href="#">413-37291</a>	FORFEITED DISCOUNTS AND PE...	72,100.00	46,333.89	74,263.00	43,423.59	40,000.00	37,184.46	40,000.00	40,000.00	
<a href="#">413-37296</a>	SEWER TAP FEES	15,450.00	105,000.00	15,913.50	59,500.00	20,000.00	91,050.00	75,000.00	75,000.00	
<a href="#">413-37299</a>	MISCELLANEOUS	3,090.00	340.57	3,182.70	16,273.98	18,000.00	263,712.63	5,000.00	5,000.00	
<a href="#">413-37910</a>	INTEREST EARNINGS	1,339.00	23,895.69	1,379.17	39,157.11	25,000.00	30,707.78	24,000.00	24,000.00	
<b>RevCategory: 37000 - REVENUE Total:</b>		<b>3,376,242.27</b>	<b>3,058,831.36</b>	<b>3,492,616.04</b>	<b>2,970,727.46</b>	<b>2,751,900.00</b>	<b>2,918,268.61</b>	<b>2,845,490.00</b>	<b>2,845,490.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

								Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<b>Department: 52300 - WATER &amp; SEWER</b>										
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>										
<a href="#">413-52300-110</a>	SALARIES	739,000.00	677,431.29	785,000.00	747,515.64	803,000.00	627,867.08	830,500.00	830,500.00	
<a href="#">413-52300-112</a>	SALARIES-OVERTIME	66,000.00	54,319.60	50,000.00	44,871.32	67,000.00	55,346.30	50,000.00	50,000.00	
<a href="#">413-52300-132</a>	BONUS PAY	11,750.00	11,750.00	14,400.00	14,700.00	14,140.00	13,840.00	15,250.00	15,250.00	
<a href="#">413-52300-141</a>	OASI (EMPLOYER'S SHARE)	65,500.00	53,137.34	70,000.00	58,242.03	70,800.00	50,245.40	71,675.00	71,675.00	
<a href="#">413-52300-142</a>	HOSPITAL AND HEALTH INSURA...	115,000.00	96,836.15	129,500.00	105,232.86	136,800.00	84,293.05	152,150.00	152,150.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Based on \$8500 True numbers in May										
<a href="#">413-52300-143</a>	RETIREMENT - CURRENT	53,500.00	44,509.91	57,000.00	43,560.39	56,600.00	43,314.53	58,225.00	58,225.00	
<a href="#">413-52300-146</a>	WORKMEN'S COMPENSATION	23,000.00	24,125.47	30,000.00	21,620.88	30,000.00	21,992.18	30,000.00	30,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Worker's Comp Insurance/possible claim deductible payment										
<a href="#">413-52300-148</a>	EDUCATION AND TRAINING	4,000.00	1,921.08	4,450.00	3,942.65	4,500.00	1,667.00	4,500.00	4,500.00	
<b>Budget Notes</b>										
<b>Budget Code</b>										
<b>Description</b>										
DEPT Ada training for Brian Stinson										
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>		<b>1,077,750.00</b>	<b>964,030.84</b>	<b>1,140,350.00</b>	<b>1,039,685.77</b>	<b>1,182,840.00</b>	<b>898,565.54</b>	<b>1,212,300.00</b>	<b>1,212,300.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>										
<a href="#">413-52300-211</a>	POSTAGE	8,500.00	7,923.60	8,900.00	8,531.18	9,000.00	8,251.11	9,000.00	9,000.00	
<a href="#">413-52300-212</a>	FREIGHT & SHIPPING	2,500.00	171.92	2,500.00	521.34	2,500.00	918.99	7,000.00	7,000.00	
<a href="#">413-52300-230</a>	PUBLICITY, SUBSCRIPTIONS, AND...	22,000.00	16,894.49	16,500.00	8,596.24	24,000.00	20,827.65	24,000.00	24,000.00	
<a href="#">413-52300-241</a>	ELECTRIC	177,000.00	181,461.95	200,000.00	192,756.21	205,000.00	132,788.08	205,000.00	205,000.00	
<a href="#">413-52300-244</a>	NATURAL GAS	5,000.00	5,016.05	5,500.00	5,889.55	6,000.00	3,535.79	6,000.00	6,000.00	
<a href="#">413-52300-245</a>	TELEPHONE	16,000.00	15,969.30	20,700.00	21,621.19	23,500.00	18,468.41	22,000.00	22,000.00	
<a href="#">413-52300-249</a>	STEP MAINTENANCE/PICKNEY B...	13,000.00	11,533.77	13,000.00	12,948.47	9,500.00	3,287.99	13,000.00	13,000.00	
<a href="#">413-52300-252</a>	LEGAL SERVICES	4,000.00	14,164.97	31,000.00	48,294.11	10,000.00	2,080.00	10,000.00	10,000.00	
<a href="#">413-52300-254</a>	ENGINEER EXPENSE	20,000.00	2,465.00	30,000.00	21,794.33	37,000.00	39,579.50	37,000.00	37,000.00	
<a href="#">413-52300-255</a>	DATA PROCESSING SERVICES	6,500.00	4,293.66	6,500.00	0.00	6,500.00	2,000.00	6,500.00	6,500.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

		Defined Budgets								
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT
<a href="#">413-52300-258</a>	ACCOUNTING SERVICE	10,350.00	8,005.00	11,000.00	8,300.00	11,000.00	8,025.00	11,500.00	11,500.00	
<a href="#">413-52300-260</a>	REPAIR AND MAINTENANC-BLDG	25,000.00	22,214.49	25,000.00	20,467.17	25,000.00	14,366.45	25,000.00	25,000.00	
<a href="#">413-52300-261</a>	Repair/Maintenance Vehicle	0.00	0.00	13,000.00	7,902.29	14,000.00	9,463.97	15,000.00	15,000.00	
<a href="#">413-52300-262</a>	REPAIR AND MAINTENANCE OTH...	50,000.00	48,537.65	50,000.00	46,854.52	50,000.00	19,150.30	50,000.00	50,000.00	
<a href="#">413-52300-263</a>	METER REPLACEMENT	50,000.00	25,041.30	60,000.00	55,742.80	40,000.00	34,857.65	50,000.00	50,000.00	
<a href="#">413-52300-265</a>	SEWER LINE REPAIR AND MAINT...	30,000.00	30,100.59	35,000.00	31,154.25	35,000.00	12,258.20	40,000.00	40,000.00	
<a href="#">413-52300-266</a>	WATER LINE AND TANK MAINTEN...	63,000.00	77,800.84	65,000.00	61,604.31	60,000.00	37,298.07	65,000.00	65,000.00	
<a href="#">413-52300-267</a>	REPAIR AND MAINTENANCE PU...	40,000.00	39,166.46	60,000.00	20,081.19	60,000.00	41,176.19	60,000.00	60,000.00	
<a href="#">413-52300-289</a>	OTHER TRAVEL	1,000.00	0.00	1,000.00	31.00	1,500.00	0.00	1,500.00	1,500.00	
<a href="#">413-52300-290</a>	INDUSTRIAL SEWER BILL	120,000.00	0.00	0.00	-7,472.80	0.00	0.00			
<a href="#">413-52300-292</a>	SEWER CHEMICAL AND LAB EXP...	20,000.00	18,966.57	20,000.00	12,327.66	20,000.00	6,694.98	20,000.00	20,000.00	
<a href="#">413-52300-293</a>	WATER AND SEWER TESTING	15,500.00	11,425.81	15,500.00	11,796.29	15,500.00	10,053.53	15,500.00	15,500.00	
<a href="#">413-52300-295</a>	DUMPSTER SERVICE	17,500.00	25,048.65	26,500.00	33,832.47	45,000.00	36,755.85	30,000.00	30,000.00	
<a href="#">413-52300-299</a>	OTHER EXPENSES	9,000.00	8,864.88	6,500.00	4,468.21	5,000.00	2,840.44	9,000.00	9,000.00	
<a href="#">413-52300-310</a>	OFFICE SUPPLIES	5,000.00	4,647.32	6,000.00	4,575.99	5,500.00	3,341.21	5,500.00	5,500.00	
<a href="#">413-52300-320</a>	OPERATING SUPPLIES	16,500.00	16,600.92	16,500.00	14,125.11	16,500.00	14,344.24	16,500.00	16,500.00	
<a href="#">413-52300-322</a>	CHEMICALS	172,000.00	113,886.56	169,450.00	137,030.07	163,000.00	92,521.85	175,000.00	175,000.00	
<a href="#">413-52300-326</a>	CLOTHING AND UNIFORMS	9,000.00	8,148.60	15,800.00	11,992.86	15,800.00	7,125.10	15,800.00	15,800.00	
<a href="#">413-52300-331</a>	GAS, DIESEL (FUEL ONLY)	10,000.00	15,903.18	22,500.00	20,055.61	20,000.00	14,588.62	22,500.00	22,500.00	
<a href="#">413-52300-339</a>	FIRE HYDRANT REPAIR AND MTN...	5,000.00	3,816.81	6,000.00	976.81	6,000.00	618.17	6,000.00	6,000.00	
<a href="#">413-52300-451</a>	CRUSHED STONE	13,500.00	13,178.27	10,000.00	6,043.51	13,500.00	4,051.87	13,500.00	13,500.00	
<a href="#">413-52300-510</a>	INSURANCE	46,200.00	40,742.60	42,500.00	49,348.82	58,000.00	57,340.64	60,000.00	60,000.00	
<b>Budget Notes</b>										
<b>Budget Code</b>	<b>Description</b>									
DEPT	Property & Liability Insurance/possible claim deductible payment									
<a href="#">413-52300-545</a>	Amorization- Bond Discount	0.00	-3,315.23	0.00	-35,943.14	0.00	0.00			
<a href="#">413-52300-551</a>	TRUSTEE FEES	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00	2,000.00	2,000.00	
<a href="#">413-52300-561</a>	Loss on Refunding Issue	0.00	4,906.28	0.00	4,906.28	0.00	0.00			
<a href="#">413-52300-613</a>	AMORTIZATION ON BOND PREM...	604,000.00	45,096.54	615,100.00	32,627.91	135,000.00	37,002.37	130,000.00	130,000.00	
<a href="#">413-52300-631</a>	INTEREST ON BONDED DEBT	99,302.00	40,407.04	100,000.00	70,851.80	70,000.00	31,775.73	318,750.00	318,750.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

									Defined Budgets		
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021	2020-2021	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	DEPT	PRELIMINARY	CERT	
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	bond payment \$70,000 loan payment \$283375										
<a href="#">413-52300-700</a>	BAD DEBIT EXPENSE	2,000.00	9,504.21	5,500.00	17,935.54	5,500.00	0.00	5,500.00	5,500.00		
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>		<b>1,710,352.00</b>	<b>888,590.05</b>	<b>1,734,450.00</b>	<b>962,569.15</b>	<b>1,225,800.00</b>	<b>727,387.95</b>	<b>1,503,050.00</b>	<b>1,503,050.00</b>	<b>0.00</b>	
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>											
<a href="#">413-52300-900</a>	CAPITAL OUTLAY	897,000.00	0.00	1,063,700.00	-6,677.52	1,120,000.00	577,948.12	485,000.00	485,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	\$130,000 filter at water plant - also re-appropriating \$130,000 from fiscal year 2020 for filter that will not be replaced before June 30 due to COVID-19. \$75000 land for sewer plant (if not spent in fy20 budget) \$150000 pump stations (possible grant)										
<a href="#">413-52300-929</a>	OTHER BUILDING- SEWER PLANT	0.00	0.00	0.00	0.00	0.00	0.00	17,000,000.00	17,000,000.00		
<b>Budget Notes</b>	<b>Description</b>										
<b>Budget Code</b>											
DEPT	construction of sewer plant										
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>		<b>897,000.00</b>	<b>0.00</b>	<b>1,063,700.00</b>	<b>-6,677.52</b>	<b>1,120,000.00</b>	<b>577,948.12</b>	<b>17,485,000.00</b>	<b>17,485,000.00</b>	<b>0.00</b>	
<b>Department: 52300 - WATER &amp; SEWER Total:</b>		<b>3,685,102.00</b>	<b>1,852,620.89</b>	<b>3,938,500.00</b>	<b>1,995,577.40</b>	<b>3,528,640.00</b>	<b>2,203,901.61</b>	<b>20,200,350.00</b>	<b>20,200,350.00</b>	<b>0.00</b>	
<b>Fund: 413 - WATER AND SEWER Surplus (Deficit):</b>		<b>-307,984.23</b>	<b>1,221,392.54</b>	<b>-445,883.96</b>	<b>983,087.66</b>	<b>-776,740.00</b>	<b>712,875.74</b>	<b>-234,860.00</b>	<b>-234,860.00</b>	<b>0.00</b>	



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets		
							2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN</b>									
<b>RevCategory: 36000 - OTHER REVENUE</b>									
<a href="#">610-36100</a> INTEREST EARNINGS	0.00	248.87	0.00	421.65	0.00	226.90			
<b>RevCategory: 36000 - OTHER REVENUE Total:</b>	<b>0.00</b>	<b>248.87</b>	<b>0.00</b>	<b>421.65</b>	<b>0.00</b>	<b>226.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN Total:</b>	<b>0.00</b>	<b>248.87</b>	<b>0.00</b>	<b>421.65</b>	<b>0.00</b>	<b>226.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Report Surplus (Deficit):</b>	<b>-636,934.99</b>	<b>2,354,055.56</b>	<b>-452,922.89</b>	<b>2,706,601.26</b>	<b>-2,292,398.18</b>	<b>1,756,527.64</b>	<b>-1,263,230.29</b>	<b>-1,263,230.29</b>	<b>0.00</b>

**Group Summary**

RevCategor...	2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	Defined Budgets		2020-2021	2020-2021
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT	
<b>Fund: 110 - GENERAL FUND</b>										
31000 - LOCAL TAXES	3,749,470.00	3,993,416.32	3,927,670.00	4,467,159.44	4,018,670.00	4,029,125.70	3,886,000.00	3,886,000.00	0.00	
32000 - LICENSES AND PERMITS	20,500.00	116,539.62	80,500.00	227,827.18	56,000.00	93,059.36	52,000.00	52,000.00	0.00	
33000 - INTERGOVERNMENTAL REVENUE	1,229,190.00	1,076,535.49	1,176,427.07	1,359,015.27	579,050.00	886,528.38	1,527,689.50	1,527,689.50	0.00	
34000 - CHARGES FOR SERVICES	30,500.00	36,223.28	30,500.00	30,626.13	30,500.00	24,151.22	15,250.00	15,250.00	0.00	
35000 - FINES, FORFEITS, AND PENALTIES	375,000.00	376,862.06	375,000.00	404,145.04	375,000.00	323,352.89	350,000.00	350,000.00	0.00	
36000 - OTHER REVENUE	306,500.00	365,636.88	306,500.00	485,194.19	328,500.00	436,614.86	11,451,500.00	11,451,500.00	0.00	

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 41210 - CITY COURT</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	199,360.00	197,033.25	208,100.00	202,106.94	220,350.00	176,213.71	241,975.00	241,975.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>199,360.00</b>	<b>197,033.25</b>	<b>208,100.00</b>	<b>202,106.94</b>	<b>220,350.00</b>	<b>176,213.71</b>	<b>241,975.00</b>	<b>241,975.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	50,730.00	42,706.81	49,900.00	37,239.68	56,200.00	36,676.81	53,500.00	53,500.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>50,730.00</b>	<b>42,706.81</b>	<b>49,900.00</b>	<b>37,239.68</b>	<b>56,200.00</b>	<b>36,676.81</b>	<b>53,500.00</b>	<b>53,500.00</b>	<b>0.00</b>
<b>Department: 41210 - CITY COURT Total:</b>	<b>250,090.00</b>	<b>239,740.06</b>	<b>258,000.00</b>	<b>239,346.62</b>	<b>276,550.00</b>	<b>212,890.52</b>	<b>295,475.00</b>	<b>295,475.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets		
							2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 41510 - CITY RECORDER</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	351,990.00	334,901.13	389,100.00	360,524.69	427,300.00	310,915.35	457,100.00	457,100.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>351,990.00</b>	<b>334,901.13</b>	<b>389,100.00</b>	<b>360,524.69</b>	<b>427,300.00</b>	<b>310,915.35</b>	<b>457,100.00</b>	<b>457,100.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	688,625.00	242,908.59	309,710.00	255,502.25	315,250.00	219,264.62	1,014,550.00	1,014,550.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>688,625.00</b>	<b>242,908.59</b>	<b>309,710.00</b>	<b>255,502.25</b>	<b>315,250.00</b>	<b>219,264.62</b>	<b>1,014,550.00</b>	<b>1,014,550.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	29,500.00	16,876.18	49,000.00	32,184.82	634,500.00	625,139.41	5,011,000.00	5,011,000.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>29,500.00</b>	<b>16,876.18</b>	<b>49,000.00</b>	<b>32,184.82</b>	<b>634,500.00</b>	<b>625,139.41</b>	<b>5,011,000.00</b>	<b>5,011,000.00</b>	<b>0.00</b>
<b>Department: 41510 - CITY RECORDER Total:</b>	<b>1,070,115.00</b>	<b>594,685.90</b>	<b>747,810.00</b>	<b>648,211.76</b>	<b>1,377,050.00</b>	<b>1,155,319.38</b>	<b>6,482,650.00</b>	<b>6,482,650.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 41640 - Technology</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	0.00	0.00	0.00	0.00	65,000.00	39,807.62	86,425.00	86,425.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>65,000.00</b>	<b>39,807.62</b>	<b>86,425.00</b>	<b>86,425.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	0.00	0.00	0.00	0.00	141,000.00	72,417.31	185,700.00	185,700.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>141,000.00</b>	<b>72,417.31</b>	<b>185,700.00</b>	<b>185,700.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	0.00	0.00	0.00	0.00	35,000.00	6,013.76	10,000.00	10,000.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>6,013.76</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>
<b>Department: 41640 - Technology Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>241,000.00</b>	<b>118,238.69</b>	<b>282,125.00</b>	<b>282,125.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets		
							2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 42100 - POLICE</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	1,102,200.00	1,064,488.66	1,165,800.00	1,122,439.04	1,255,500.00	980,416.33	1,256,850.00	1,256,850.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>1,102,200.00</b>	<b>1,064,488.66</b>	<b>1,165,800.00</b>	<b>1,122,439.04</b>	<b>1,255,500.00</b>	<b>980,416.33</b>	<b>1,256,850.00</b>	<b>1,256,850.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	265,510.00	234,512.71	285,600.00	230,228.11	279,875.00	141,213.29	260,200.00	260,200.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>265,510.00</b>	<b>234,512.71</b>	<b>285,600.00</b>	<b>230,228.11</b>	<b>279,875.00</b>	<b>141,213.29</b>	<b>260,200.00</b>	<b>260,200.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	190,000.00	162,074.28	132,316.00	128,214.81	107,800.00	12,765.48	162,402.00	162,402.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>190,000.00</b>	<b>162,074.28</b>	<b>132,316.00</b>	<b>128,214.81</b>	<b>107,800.00</b>	<b>12,765.48</b>	<b>162,402.00</b>	<b>162,402.00</b>	<b>0.00</b>
<b>Department: 42100 - POLICE Total:</b>	<b>1,557,710.00</b>	<b>1,461,075.65</b>	<b>1,583,716.00</b>	<b>1,480,881.96</b>	<b>1,643,175.00</b>	<b>1,134,395.10</b>	<b>1,679,452.00</b>	<b>1,679,452.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 42200 - FIRE PROTECTION AND CONTROL</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	914,626.86	936,312.05	1,212,500.00	1,003,708.17	1,158,850.00	971,989.46	1,315,875.00	1,315,875.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>914,626.86</b>	<b>936,312.05</b>	<b>1,212,500.00</b>	<b>1,003,708.17</b>	<b>1,158,850.00</b>	<b>971,989.46</b>	<b>1,315,875.00</b>	<b>1,315,875.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	498,297.24	359,777.24	364,750.00	348,379.48	448,100.00	339,844.29	424,150.00	424,150.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>498,297.24</b>	<b>359,777.24</b>	<b>364,750.00</b>	<b>348,379.48</b>	<b>448,100.00</b>	<b>339,844.29</b>	<b>424,150.00</b>	<b>424,150.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	81,367.66	81,367.66	132,000.00	133,754.79	122,000.00	11,148.12	6,015,000.00	6,015,000.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>81,367.66</b>	<b>81,367.66</b>	<b>132,000.00</b>	<b>133,754.79</b>	<b>122,000.00</b>	<b>11,148.12</b>	<b>6,015,000.00</b>	<b>6,015,000.00</b>	<b>0.00</b>
<b>Department: 42200 - FIRE PROTECTION AND CONTROL Total:</b>	<b>1,494,291.76</b>	<b>1,377,456.95</b>	<b>1,709,250.00</b>	<b>1,485,842.44</b>	<b>1,728,950.00</b>	<b>1,322,981.87</b>	<b>7,755,025.00</b>	<b>7,755,025.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	Defined Budgets		
							2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 43100 - HIGHWAYS AND STREETS</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	366,976.00	317,581.46	367,200.00	345,266.49	396,240.00	301,358.63	403,475.00	403,475.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>366,976.00</b>	<b>317,581.46</b>	<b>367,200.00</b>	<b>345,266.49</b>	<b>396,240.00</b>	<b>301,358.63</b>	<b>403,475.00</b>	<b>403,475.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	288,200.00	214,056.81	313,600.00	199,087.53	497,155.00	148,725.85	300,300.00	300,300.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>288,200.00</b>	<b>214,056.81</b>	<b>313,600.00</b>	<b>199,087.53</b>	<b>497,155.00</b>	<b>148,725.85</b>	<b>300,300.00</b>	<b>300,300.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	296,344.00	295,420.36	211,500.00	174,269.84	40,750.00	0.00	184,505.00	184,505.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>296,344.00</b>	<b>295,420.36</b>	<b>211,500.00</b>	<b>174,269.84</b>	<b>40,750.00</b>	<b>0.00</b>	<b>184,505.00</b>	<b>184,505.00</b>	<b>0.00</b>
<b>Department: 43100 - HIGHWAYS AND STREETS Total:</b>	<b>951,520.00</b>	<b>827,058.63</b>	<b>892,300.00</b>	<b>718,623.86</b>	<b>934,145.00</b>	<b>450,084.48</b>	<b>888,280.00</b>	<b>888,280.00</b>	<b>0.00</b>



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	122,050.00	114,036.31	139,350.00	128,866.50	204,350.00	115,865.83	190,875.00	190,875.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>122,050.00</b>	<b>114,036.31</b>	<b>139,350.00</b>	<b>128,866.50</b>	<b>204,350.00</b>	<b>115,865.83</b>	<b>190,875.00</b>	<b>190,875.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	80,325.00	58,521.36	84,310.00	71,706.60	83,470.00	53,356.04	89,100.00	89,100.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>80,325.00</b>	<b>58,521.36</b>	<b>84,310.00</b>	<b>71,706.60</b>	<b>83,470.00</b>	<b>53,356.04</b>	<b>89,100.00</b>	<b>89,100.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	3,760.00	3,726.06	1,500.00	1,171.79	11,150.00	3,294.88	2,500.00	2,500.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>3,760.00</b>	<b>3,726.06</b>	<b>1,500.00</b>	<b>1,171.79</b>	<b>11,150.00</b>	<b>3,294.88</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>0.00</b>
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:</b>	<b>206,135.00</b>	<b>176,283.73</b>	<b>225,160.00</b>	<b>201,744.89</b>	<b>298,970.00</b>	<b>172,516.75</b>	<b>282,475.00</b>	<b>282,475.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 44700 - PARKS</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	202,500.00	200,492.73	187,300.00	187,154.88	216,490.00	166,854.86	222,375.00	222,375.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>202,500.00</b>	<b>200,492.73</b>	<b>187,300.00</b>	<b>187,154.88</b>	<b>216,490.00</b>	<b>166,854.86</b>	<b>222,375.00</b>	<b>222,375.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	179,000.00	155,974.57	201,400.00	169,033.20	235,803.18	113,946.53	304,100.00	304,100.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>179,000.00</b>	<b>155,974.57</b>	<b>201,400.00</b>	<b>169,033.20</b>	<b>235,803.18</b>	<b>113,946.53</b>	<b>304,100.00</b>	<b>304,100.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	77,000.00	59,645.79	243,700.00	225,225.74	150,000.00	67,497.71	88,502.29	88,502.29	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>77,000.00</b>	<b>59,645.79</b>	<b>243,700.00</b>	<b>225,225.74</b>	<b>150,000.00</b>	<b>67,497.71</b>	<b>88,502.29</b>	<b>88,502.29</b>	<b>0.00</b>
<b>Department: 44700 - PARKS Total:</b>	<b>458,500.00</b>	<b>416,113.09</b>	<b>632,400.00</b>	<b>581,413.82</b>	<b>602,293.18</b>	<b>348,299.10</b>	<b>614,977.29</b>	<b>614,977.29</b>	<b>0.00</b>
<b>Fund: 110 - GENERAL FUND Surplus (Deficit):</b>	<b>-277,201.76</b>	<b>872,799.64</b>	<b>-152,038.93</b>	<b>1,617,901.90</b>	<b>-1,714,413.18</b>	<b>878,106.52</b>	<b>-998,019.79</b>	<b>-998,019.79</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 121 - STATE STREET AID FUND</b>									
33000 - INTERGOVERNMENTAL REVENUE	125,000.00	164,649.31	200,000.00	185,474.88	201,000.00	160,144.54	199,894.50	199,894.50	0.00
36000 - OTHER REVENUE	0.00	628.30	0.00	1,097.83	500.00	433.81	500.00	500.00	0.00

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
Department: 43100 - HIGHWAYS AND STREETS									
ExpCategory: 200 - OPERATING EXPENSES									
	120,000.00	9,661.14	0.00	0.00	0.00	-45.26	200,000.00	200,000.00	0.00
ExpCategory: 200 - OPERATING EXPENSES Total:	120,000.00	9,661.14	0.00	0.00	0.00	-45.26	200,000.00	200,000.00	0.00
Department: 43100 - HIGHWAYS AND STREETS Total:	120,000.00	9,661.14	0.00	0.00	0.00	-45.26	200,000.00	200,000.00	0.00
Fund: 121 - STATE STREET AID FUND Surplus (Deficit):	5,000.00	155,616.47	200,000.00	186,572.71	201,500.00	160,623.61	394.50	394.50	0.00

**Budget Worksheet**

**For Fiscal: 2019-2020 Period Ending: 06/30/2020**

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 123 - DRUG FUND</b>									
35000 - FINES, FORFEITS, AND PENALTIES	3,000.00	3,531.19	3,000.00	25,767.60	30,000.00	2,404.07	2,000.00	2,000.00	0.00
36000 - OTHER REVENUE	1.00	145,004.51	75,000.00	1,289.33	5.00	4.37	5.00	5.00	0.00

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	2,500.00	1,000.00	2,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>2,500.00</b>	<b>1,000.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	5,250.00	1,746.18	5,500.00	2,000.00	5,250.00	1,000.02	5,250.00	5,250.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>5,250.00</b>	<b>1,746.18</b>	<b>5,500.00</b>	<b>2,000.00</b>	<b>5,250.00</b>	<b>1,000.02</b>	<b>5,250.00</b>	<b>5,250.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	52,000.00	45,008.42	125,000.00	111,883.00	25,000.00	0.00	25,000.00	25,000.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>52,000.00</b>	<b>45,008.42</b>	<b>125,000.00</b>	<b>111,883.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:</b>	<b>59,750.00</b>	<b>47,754.60</b>	<b>133,000.00</b>	<b>113,883.00</b>	<b>32,750.00</b>	<b>1,000.02</b>	<b>32,750.00</b>	<b>32,750.00</b>	<b>0.00</b>
<b>Fund: 123 - DRUG FUND Surplus (Deficit):</b>	<b>-56,749.00</b>	<b>100,781.10</b>	<b>-55,000.00</b>	<b>-86,826.07</b>	<b>-2,745.00</b>	<b>1,408.42</b>	<b>-30,745.00</b>	<b>-30,745.00</b>	<b>0.00</b>

**Budget Worksheet**

**For Fiscal: 2019-2020 Period Ending: 06/30/2020**

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 150 - PASS THROUGH GRANT</b>									
33000 - INTERGOVERNMENTAL REVENUE	2,100,000.00	0.00	0.00	0.01	0.00	0.00	1,200,000.00	1,200,000.00	0.00

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
Department: 41510 - CITY RECORDER									
ExpCategory: 200 - OPERATING EXPENSES									
	2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00	0.00
ExpCategory: 200 - OPERATING EXPENSES Total:	2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00	0.00
Department: 41510 - CITY RECORDER Total:	2,100,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	1,200,000.00	0.00
Fund: 150 - PASS THROUGH GRANT Surplus (Deficit):	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00



Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1)</b>									
36000 - OTHER REVENUE	0.00	3,216.94	0.00	5,443.40	0.00	3,286.45	0.00	0.00	0.00
<b>Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1) Total:</b>	<b>0.00</b>	<b>3,216.94</b>	<b>0.00</b>	<b>5,443.40</b>	<b>0.00</b>	<b>3,286.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 413 - WATER AND SEWER</b>									
33000 - INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	120,000.00	120,000.00	0.00
36000 - OTHER REVENUE	875.50	15,182.07	0.00	7,937.60	0.00	-1,491.26	17,000,000.00	17,000,000.00	0.00
37000 - REVENUE	3,376,242.27	3,058,831.36	3,492,616.04	2,970,727.46	2,751,900.00	2,918,268.61	2,845,490.00	2,845,490.00	0.00

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...							Defined Budgets		
	2017-2018 Total Budget	2017-2018 Total Activity	2018-2019 Total Budget	2018-2019 Total Activity	2019-2020 Total Budget	2019-2020 YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Department: 52300 - WATER &amp; SEWER</b>									
<b>ExpCategory: 100 - PERSONNEL SERVICES</b>									
	1,077,750.00	964,030.84	1,140,350.00	1,039,685.77	1,182,840.00	898,565.54	1,212,300.00	1,212,300.00	0.00
<b>ExpCategory: 100 - PERSONNEL SERVICES Total:</b>	<b>1,077,750.00</b>	<b>964,030.84</b>	<b>1,140,350.00</b>	<b>1,039,685.77</b>	<b>1,182,840.00</b>	<b>898,565.54</b>	<b>1,212,300.00</b>	<b>1,212,300.00</b>	<b>0.00</b>
<b>ExpCategory: 200 - OPERATING EXPENSES</b>									
	1,710,352.00	888,590.05	1,734,450.00	962,569.15	1,225,800.00	727,387.95	1,503,050.00	1,503,050.00	0.00
<b>ExpCategory: 200 - OPERATING EXPENSES Total:</b>	<b>1,710,352.00</b>	<b>888,590.05</b>	<b>1,734,450.00</b>	<b>962,569.15</b>	<b>1,225,800.00</b>	<b>727,387.95</b>	<b>1,503,050.00</b>	<b>1,503,050.00</b>	<b>0.00</b>
<b>ExpCategory: 900 - CAPITAL OUTLAY</b>									
	897,000.00	0.00	1,063,700.00	-6,677.52	1,120,000.00	577,948.12	17,485,000.00	17,485,000.00	0.00
<b>ExpCategory: 900 - CAPITAL OUTLAY Total:</b>	<b>897,000.00</b>	<b>0.00</b>	<b>1,063,700.00</b>	<b>-6,677.52</b>	<b>1,120,000.00</b>	<b>577,948.12</b>	<b>17,485,000.00</b>	<b>17,485,000.00</b>	<b>0.00</b>
<b>Department: 52300 - WATER &amp; SEWER Total:</b>	<b>3,685,102.00</b>	<b>1,852,620.89</b>	<b>3,938,500.00</b>	<b>1,995,577.40</b>	<b>3,528,640.00</b>	<b>2,203,901.61</b>	<b>20,200,350.00</b>	<b>20,200,350.00</b>	<b>0.00</b>
<b>Fund: 413 - WATER AND SEWER Surplus (Deficit):</b>	<b>-307,984.23</b>	<b>1,221,392.54</b>	<b>-445,883.96</b>	<b>983,087.66</b>	<b>-776,740.00</b>	<b>712,875.74</b>	<b>-234,860.00</b>	<b>-234,860.00</b>	<b>0.00</b>

Budget Worksheet

For Fiscal: 2019-2020 Period Ending: 06/30/2020

RevCategor...	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
<b>Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN</b>									
36000 - OTHER REVENUE	0.00	248.87	0.00	421.65	0.00	226.90	0.00	0.00	0.00
<b>Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN Total:</b>	<b>0.00</b>	<b>248.87</b>	<b>0.00</b>	<b>421.65</b>	<b>0.00</b>	<b>226.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Report Surplus (Deficit):</b>	<b>-636,934.99</b>	<b>2,354,055.56</b>	<b>-452,922.89</b>	<b>2,706,601.26</b>	<b>-2,292,398.18</b>	<b>1,756,527.64</b>	<b>-1,263,230.29</b>	<b>-1,263,230.29</b>	<b>0.00</b>

**Fund Summary**

Fund	2017-2018		2018-2019		2019-2020		Defined Budgets		
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2020-2021 DEPT	2020-2021 PRELIMINARY	2020-2021 CERT
110 - GENERAL FUND	-277,201.76	872,799.64	-152,038.93	1,617,901.90	-1,714,413.18	878,106.52	-998,019.79	-998,019.79	0.00
121 - STATE STREET AID FUND	5,000.00	155,616.47	200,000.00	186,572.71	201,500.00	160,623.61	394.50	394.50	0.00
123 - DRUG FUND	-56,749.00	100,781.10	-55,000.00	-86,826.07	-2,745.00	1,408.42	-30,745.00	-30,745.00	0.00
150 - PASS THROUGH GRANT	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00
311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1)	0.00	3,216.94	0.00	5,443.40	0.00	3,286.45	0.00	0.00	0.00
413 - WATER AND SEWER	-307,984.23	1,221,392.54	-445,883.96	983,087.66	-776,740.00	712,875.74	-234,860.00	-234,860.00	0.00
610 - TOWN OF ASHLAND CITY HEALTH PLAN	0.00	248.87	0.00	421.65	0.00	226.90	0.00	0.00	0.00
<b>Report Surplus (Deficit):</b>	<b>-636,934.99</b>	<b>2,354,055.56</b>	<b>-452,922.89</b>	<b>2,706,601.26</b>	<b>-2,292,398.18</b>	<b>1,756,527.64</b>	<b>-1,263,230.29</b>	<b>-1,263,230.29</b>	<b>0.00</b>

**Agreement Number: 200026**

**Project Identification Number: 130039.00**

**Federal Project Number: STP-M-9327(11)**

**State Project Number: 11LPLM-F3-021**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF ASHLAND CITY (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Greenway from Chapmansboro Road to SR-455 (Tennessee Waltz Pkwy): Design and construction of an asphalt trail along N. Main Street beginning at the Cumberland River Bicentennial Trail on Chapmansboro Road to a trailhead at SR-455 (Tennessee Waltz Parkway.) The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities.

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>PROJECT</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>PROJECT</b>

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

a) The Agency agrees to complete the herein assigned phases of the Project on or before **March 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

**B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department’s Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department’s Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

**B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for



the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

**B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

**B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

**B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

**B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

## **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

**D. STANDARD TERMS AND CONDITIONS**

**D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

**D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.



b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.



**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>	<b>=</b>	<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**TOWN OF ASHLAND CITY**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**Steve Allen**  
**Mayor**

**Date**

By: \_\_\_\_\_  
**Clay Bright**  
**Commissioner**

**Date**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_  
**Jennifer Noe**  
**Attorney**

**Date**

By: \_\_\_\_\_  
**John Reinbold**  
**General Counsel**

**Date**

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## EXHIBIT "A" for Amendment 1

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**AGREEMENT #:** 200026

**PROJECT IDENTIFICATION #:** 130039.00

**FEDERAL PROJECT #:** STP-M-9327(11)

**STATE PROJECT #:** 11LPLM-F3-021

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**PROJECT DESCRIPTION:** A continuation of the existing asphalt trail that transitions into a pedestrian bridge over Chapmansboro Rd. The bridge then transitions into a boardwalk, ramping down to the existing bridge structure. The purpose is to connect the trail to our existing facility via a safer alternative.

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**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

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**TYPE OF WORK:** Bicycles and Pedestrian Facility

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PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STBG	80	0	20	\$50,594.00
PE-DESIGN	L-STBG	80	0	20	\$85,386.00
ROW	L-STBG	80	0	20	\$2,500.00
CONSTRUCTION	LOCAL	0	0	100	\$809,600.00
CEI	L-STBG	80	0	20	\$46,822.50
TDOT ES	L-STBG	80	0	20	\$3,600.00

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**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Revised 03/08/10

Version 8

**Contract Number:** 200026

**Project Identification Number:** 130039.00

**Federal Project Number:** STP-M/TAP-9327(11)

**State Project Number:** 11LPLM-F3-021

**LOCAL AGENCY PROJECT AGREEMENT**

**BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
AND  
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and the Town of Ashland City ("Agency"), is for the purpose of providing an understating between the parties and their respective obligations related to the participation, management, undertaking, and completion of the project ("Project") described as:

Greenway from Chapmansboro Road to SR-455 (Tennessee Waltz Pkwy): Design and construction of an asphalt trail along N. Main Street beginning at the Cumberland River Bicentennial Trail on Chapmansboro Road to a trailhead at SR-455 (Tennessee Waltz Parkway). The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities.

**A. SCOPE OF PROJECT:**

A.1. The Agency and the Department each shall be responsible for their respective obligations regarding the Project as required, described and detailed in this Agreement.

A.2. Incorporation of Additional Documents. Each of the following documents is included as a part of this Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities and performance hereunder, these items shall govern in order of precedence below.

- a. This Agreement document;
- b. Exhibit A, attached hereto and incorporated herein;
- c. The most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects ("Local Government Guidelines") (copy available from the Local Programs Development Office or the on the Department's website) to elaborate the processes, documents and approvals necessary to obtain funds under this Agreement, including all latest applicable Department procedures, guidelines, manuals, standards and directives as described herein;
- d. The Agency's Project application.

A.3. Responsibility for Performance of Phases of Work and Funding Thereof.

The phases of work for the Project are Environmental Clearance (NEPA), Final Design, Right-of-Way (including utility coordination), and Construction. On any phases for which the Agency is responsible for performance of the work as listed below, and only after receiving a Notice to Proceed for any such phase, the Agency shall commence and complete such phase with all

practical dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement and all applicable laws.

For any phase of the Project assigned to the Agency, a full-time employee of the Agency shall be assigned to supervise the work performed and to be the responsible charge thereof. Said full-time employee of the Agency shall be qualified to and shall ensure that the Project work will be performed in accordance with the terms of this Agreement and the latest applicable Department procedures, guidelines, manuals, standards and directives as described in the Department's Local Government Guidelines. The Agency hereby certifies that it is adequately staffed and suitably equipped to undertake and satisfactorily complete the work. If the Agency elects to use consultants for any phase of the work, the Agency must follow the TDOT Local Programs consultant procurement policy (copy available from the Local Programs Development Office or on the Department's website) and also must provide a full-time employee of the Agency to be in responsible charge.

**Commencement of work by the Agency on any phase of the Project without first having received a Notice to Proceed from the Department for that phase shall be sufficient cause to render the Agency ineligible for reimbursement for any or all work performed on the Project.**

<u>Phases:</u>	<u>Responsible for Work:</u>	<u>Funding Provided By:</u>
Environmental Clearance (NEPA):	Agency	Project
Final Design:	Agency	Project
Right-of-Way (including Utility Coordination):	Agency	Project
Construction:	Agency	Project

- A.4. Environmental Clearance. The Department will review Agency's environmental documents and require the Agency to make any appropriate changes for approval as necessary, as described in the Local Government Guidelines.

The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and the Agency will reimburse the Department for any loss incurred in connection therewith, including but not limited to any loss of federal funding for the Project. The Agency is responsible for applying for and securing any applicable environmental permits as described in the Local Government Guidelines. In addition, the Agency acknowledges that it must complete the Environmental Clearance phase before it begins work toward Final Design and understands that a separate Notice to Proceed will be submitted for each phase. Any work on Final Design performed ahead of this Notice to Proceed will not be reimbursable.

- A.5. Final Design. The Agency shall submit to the Department for review and comment all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written comments or recommendations as deemed appropriate by the Department, which the Agency then shall address in the plans. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a Notice to Proceed with the next assigned phase of the Project.

In the event that the Project involves the use of existing State highway right-of-way, the Department Regional Traffic Engineer for the region where the Project is located will review and comment on

the plans. These plans shall be sufficient for the Department to assess the proposed Project and its impact on the State highway right-of-way.

- A.6. Right-of-Way. The Agency shall, without cost to the Department, provide by deed or other appropriate conveyance document all land owned by the Agency or by any of its instrumentalities as may be required for Project right-of-way or easement purposes.

If federal and/or state funds are providing reimbursement for the Right-of-Way phase, any activities initiated for the appraisal or the acquisition of land prior receiving a Notice to Proceed from the Department will not be reimbursed. **Failure to follow applicable Federal and State law in this regard may be sufficient cause to render the Agency ineligible for reimbursement of any and all work performed on the Project.**

The Department will review the processes the Agency used for the acquisition of land and relocation assistance. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1984) and the regulations promulgated thereunder, the Department will certify that the acquisition phase was completed appropriately. The Agency understands and acknowledges that the Project cannot proceed to the Construction phase until this certification of the Right-of-Way phase has been provided. **The Agency further understands that if the processes used for acquisition are such that certification cannot be given, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended prior to the time of such withdrawal.**

It is the intent of the parties that the State of Tennessee will be the record owner of all State highway right-of-way. If the Project, or some portion of it, will require improvements to a State highway and the construction of such improvements will require the acquisition of right-of-way, then the Agency shall acquire such right-of-way in the name of State of Tennessee. If the Project, or some portion of it, includes acquisition of right-of-way along a local road or otherwise not requiring improvements to a State highway, then the Agency shall acquire such right-of-way in the name of Agency. If the Project requires improvements to a State highway and includes Agency acquisition of right-of-way at or near the intersection of a State highway and a local road, then the Agency shall acquire those tracts adjacent to the State highway in the name of State of Tennessee and shall acquire those tracts adjacent to the local road in the name of Agency. The Agency shall consult with the Department to confirm these areas.

The Department hereby authorizes the Agency to obtain by negotiated settlement such necessary right-of-way in the name of State of Tennessee to the extent provided in this Agreement, in the manner provided in the Department's Local Government Guidelines, and as shown on the Project plans. However, this Agreement shall not grant the Agency, through its attorneys, the right to represent the State in any legal matter, including but not limited to eminent domain proceedings, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. Furthermore, the Agency shall be responsible for conducting at its own expense any and all necessary eminent domain proceedings for all tracts acquired in the name of Agency.

- A.7. Utility Coordination. The Agency shall ensure that all utility relocation plans are submitted by the utilities and received by the Department Region Utilities Office for the region where the Project is located in accordance with the timeframes set forth in the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website). The Agency further agrees to complete all utility connections within the Project right-of-way and easements prior to the paving stage of the Construction phase.

The Agency shall be eligible for reimbursement of Project utility relocation costs only as provided in 23 CFR § 645.107. In the event that the Department has determined that the Project includes participating utility relocation costs, such costs shall be shown in Exhibit A.

The Agency shall coordinate all utility relocations in accordance with the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website).

If the Agency also owns any utility to be relocated as part of the Project, then the following additional conditions shall apply with regard to the Agency's coordination efforts for said locally owned utility:

- a. The Agency shall submit to the Department a Local Agency Owned Utility Relocation Form ("Utility Relocation Form"), which shall include the estimate of cost for the utility relocation and shall indicate the Agency's selected method of performing the relocation work in accordance with 23 CFR § 645.115. The Agency and the Department agree that said Utility Relocation Form, once signed by an authorized signatory of the Agency and by an authorized signatory of the Agency-owned utility and approved by the Department, shall be incorporated into this Agreement as the next Exhibit. The Agency shall perform its utility relocation in accordance with said Utility Relocation Form.
  - (1) Whenever the Agency elects to perform the relocation work by award of a contract, it shall submit the same to the Department for prior approval. The Department may not be required to reimburse the Agency for its obligation under any contract that has not received the advance written approval of the Department. Federal Highway Administration ("FHWA") Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
  - (2) The Agency agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of its utility facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that may otherwise be required by law.
  - (3) Neither the Agency nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the utility relocation work to be performed under a contract to be awarded by the Agency. The Agency further agrees that no employee, officer, or agent of the Agency, nor of any affiliate or subsidiary thereof, shall participate in the selection or in the award or administration of a contract for the performance of any part of the utility relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Utility's relocation work for this Project. Neither the Agency nor any affiliate, subsidiary, employee, officer, or agent thereof shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
  - (4) The Agency agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for the purpose of the utility relocation, and the estimated cost thereof shall be included in the estimate to be provided with the Utility Relocation Form.
  - (5) After submission and approval of the Utility Relocation Form, the Agency must request in writing and receive the Department's written approval prior to any



revision in the estimate of cost, schedule of work or plan, or method of performing the work. Failure to do so may result in the loss of any Department participation in the cost of relocation. The Department agrees to cooperate with the Agency to resolve, if possible, any objections that Department may have to such requested changes.

- b. The Agency shall be responsible for ensuring that all applicable conditions of the Department's Guidebook for Utility Relocation are met with regard to its utility relocation. This includes, but is not limited to, the Agency's responsibility to inspect the utility relocation work and perform in accordance with the procedures and forms required by Department Circular Letter 105-07.04, as may be amended from time to time.
- c. To the extent that facilities are being located within State highway right-of-way, the Agency agrees to comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR Subpart 645B. The Agency acknowledges possession of each.
- d. The Agency agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference. The Agency acknowledges possession of 23 CFR Subpart 645A.
- e. The Agency agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.35 through §180.365 which are incorporated herein by reference. The Agency acknowledges possession of 2 CFR Part 180 and the requirements of Form FHWA-1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- f. The Agency shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Agency further agrees that it has acquired or will acquire these rights-of-way at no cost to the Department. The Department may be liable to reimburse the Agency for the replacement of its previously owned private utility rights-of-way as may be provided in the Utility Relocation Form. The Agency shall cause to be transferred to the Department that portion of its previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for State highway purposes.
- g. The Agency agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Agency agrees that all products used in its utility relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the utility relocation work are manufactured.
- h. The Agency shall coordinate as needed with the Department Region Utilities Office for the region where the Project is located to ensure timely relocation of the Agency's utility facilities.
- i. In the event that the Project also includes participating utility relocation costs for relocation of the Agency's locally owned utility, the following additional conditions shall apply:
  - (1) The Agency will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by the Department, and the Agency will develop the utility engineering costs in accordance with the current provisions of 23 CFR § 645.117. The Utility may

perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for submission of the Form. Costs incurred for preliminary engineering are eligible for reimbursement as long as they were incurred after the Agency receives Notice to Proceed with the Right-of-Way phase. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after the Agency receives Notice to Proceed with the Right-of-Way phase.

- (2) The Department agrees that it will reimburse the Agency the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Department.
- (3) Invoices for utility relocation shall be submitted to the Department as provided in the Department's Guidebook for Utility Relocation.
- (4) The Department shall reimburse the Agency for such direct and indirect costs as are eligible and allowable under the current provisions of 23 CFR Subpart 645A. The Department shall reimburse the Agency for the participating costs of relocating its utility facilities in accordance with the approved plan subject to the provisions of this Subsection A.7.i. and as otherwise provided in this Agreement.
- (5) The Agency shall develop and record relocation costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (6) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (7) The invoice(s) shall include a Buy America certification attesting that all products used in the utility relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in Subsection A.7.g. of this Agreement.
- (8) Any costs billed by the Utility that cannot be verified by the Department will not be reimbursed.

A.8. Railroad. In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

A.9. Construction. Any activities initiated for the Construction phase prior receiving a Notice to Proceed from the Department will not be reimbursed.

If during Construction, the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices (MUTCD).

The following conditions shall apply regarding the Construction phase:

- a. Except as otherwise authorized in writing by the Department, the Agency shall not execute a contract with a contractor for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause to render the Agency ineligible for reimbursement for all work performed on the Project.

- b. Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
  - c. The Agency agrees to correct any damage or disturbance caused by its work within the State highway right-of-way, including but not limited to the replacement of any access control fence removed or damaged by the Agency, or its contractor or agent, during the Construction phase of the Project.
  - d. If the Project includes the use of or modification to State highway right-of-way, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
  - e. Davis-Bacon prevailing wage guidelines shall apply to the Agency's contract with its contractor as detailed in Form FHWA-1273, and the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874 also shall apply to the Agency's contract with its contractor.
  - f. The Agency shall ensure that its contractor and any subcontractor(s) comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
  - g. The Agency agrees that the applicable provisions of 41 CFR 60-1.4 regarding equal opportunity shall apply to the Agency's contract with its contractor.
  - h. All contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Federal law provides that no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Therefore, in accordance with TDOT policy, as expressed in TDOT Standard Specifications §102.11 and as approved by the Federal Highway Administration, all prime contractors shall be licensed with the State of Tennessee, Department of Commerce and Insurance, Board for Licensing Contractors (BLC), upon award of the contract. A proposal submitted by a contractor that is otherwise prequalified and in good standing shall not be rejected as non-responsive solely because the contractor is not licensed by the BLC at the time of submitting the proposal. If otherwise responsive, the proposal will be considered for award for twenty-one (21) days after the proposals are opened. If the contractor does not have a license with the BLC on or before the end of the twenty-one (21) days after the proposals are opened, the contractor's proposal will be rejected as non-responsive, and the proposal of the next lowest responsible bidder may then be considered for award. If the next lowest responsible bidder does not have a license on or before the twenty-one (21) days after the proposals are opened, this contractor will also be considered non-responsive, and the subsequent bidder may then be considered. The Department reserves the right to reject all bids at any time.
- A.10. Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are the funds shown as "TDES" in Exhibit A. TDES costs are not funds available to the Agency for expenditure or reimbursement.

**B. TERM OF CONTRACT:**

**B.1. Term:**

- a. The initial term of this Agreement shall begin on **October 1, 2020** and shall terminate on **September 30, 2023** (3 years from start) ["Initial Term"]. The Agency must provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term.

Failure to provide provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term shall result in termination of this Agreement and the Project.

- b. If the Agency provides the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term listed in Subsection B.1.a., then this agreement shall not terminate on the date listed in Subsection B.1.a., but instead shall automatically renew, continuing in full force and effect until September 30, 2025 (5 years from start). Such renewal will be confirmed in writing by the Department.
  - c. Any other extension of the term of this Agreement beyond the renewal described in Subsection b. above must be effected through a fully executed contract amendment prior to expiration of the Agreement.
- B.2. Expiration of this Agreement may be considered termination of the Project. The cost of any work performed after the expiration of the Agreement will not be reimbursed by the Department. The Department shall have no obligation to the Agency 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 Department under this Agreement exceed the total Department share specified in Exhibit A ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The amounts allotted for each phase of the Project in Exhibit A are estimates only and may fluctuate without amendment to this Agreement so long as it does not result in an increase in the Maximum Liability.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs for eligible and appropriate Project expenditures, as detailed in the Department's Local Government Guidelines, with Federal and/or State funds made available and anticipated to become available to the Agency based upon Exhibit A, not to exceed the Maximum Liability established in Exhibit A. Upon progress toward the completion of the Project as described in Section A, the Agency shall submit invoices prior to any reimbursement of allowable costs, as detailed in Section C.5. below.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging expenses for Agency employees. Reimbursement for travel, meals, or lodging for Agency consultants or contractors 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 funding for said reimbursement as shown in Exhibit A.
- C.5. Invoice Requirements. The Agency shall invoice the Department at least quarterly, but no more often than monthly, with all necessary supporting documentation, and submit such invoice by email to:

[LPD.Invoices@tn.gov](mailto:LPD.Invoices@tn.gov)

- a. Each invoice shall be submitted on the Local Programs Development Office standard invoice form (copy available from the Local Programs Development Office or on the Department's website).
- b. The Agency understands and agrees to all of the following.

- (1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to all provisions of this Agreement relating to allowable reimbursements.
- (2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Disbursement Reconciliation and Close Out. The Agency shall submit any final invoice within one hundred twenty (120) days of the Agreement end date, in form and substance acceptable to the Department. The Project should then be closed out no later than one year after Department's receipt and acceptance of the final invoice.

- a. If total disbursements by the Department pursuant to this Agreement exceed the amounts permitted by Section C, payment terms and conditions of this Agreement, the Agency shall refund the difference to the Department. The Agency shall submit the refund with the final invoice.
- b. The Department shall not be responsible for the payment of any invoice submitted to the Department after the final invoice. The Department will not deem any Agency costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department, and such invoices will NOT be paid.
- c. The Agency 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.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department 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. In no event shall any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default by the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- a. The Agency has made misrepresentation of a material nature in its application for the Project, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

- b. There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;
  - c. The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without first having been advised by the Department that same are approved;
  - d. There has been any violation of the conflict of interest provisions described in Paragraph D.6.; or
  - e. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- C.8. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.
- Only those Project costs incurred after the issuance of the Notice to Proceed for the respective phase, as detailed in this Agreement and in the Department's Local Government Guidelines, are eligible for reimbursement. For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- The Agency agrees to pay all costs of any part of this Project which are not eligible for federal and/or state funding. These funds shall be provided upon written request either by check or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.
- C.9. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Agreement or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.
- C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Agreement until the Agency has completed, signed, and returned to the Department the provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Agency's Federal Employer Identification Number referenced in the Agency's Edison registration information.
- C.11. Reimbursements to Reflect Match/Share. Reimbursements to Agency shall reflect the percentage of Agency Match/Share detailed in Exhibit A. Reimbursements are subject to the other provisions of this Agreement, including but not limited to the Maximum Liability and Exhibit A, and also are subject to the applicable Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- C.12. Agency Deposit. In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Agreement and, depending upon the specifics of the Agreement as amended, any additional officials required by Tennessee laws and regulations. Should the Agency desire to request an amendment, the Agency shall make the request in writing to the Department no later than thirty (30) days before the requested effective date of the amendment.
- D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any work that has not been performed. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Agreement, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency, including but not limited to repayment of any reimbursement funds previously paid to the Agency under this Agreement.
- The Agency understands and agrees that if FHWA determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- If the Project herein described lies on the State highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.
- D.5. Subcontracting. The Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Title VI, Civil Rights Act of 1964," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Agreement 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 Agency in connection with any work contemplated or performed relative to this Agreement.



The Agency further warrants that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.7. Lobbying. The Agency 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 Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Agency 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 Agreement 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 Department:

Contact: Neil Hansen  
Title: Transportation Manager 1  
Address: 505 Deaderick Street, Ste. 600  
Nashville, TN 37243  
Email: neil.hansen@tn.gov  
Telephone # 615-741-4850

The Agency:

Contact: Cling Biggers  
Title: Public Works Director  
Email: cbiggers@ashlandcitytn.gov  
Telephone # 615-792-7553



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 Agreement 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 Department reserves the right to terminate this Agreement upon written notice to the Agency. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Agency 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 Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Title VI, Civil Rights Act of 1964. During the performance of this contract, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "Agency") agrees as follows:
- a. Compliance with Regulations: The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix C, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The Agency, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
  - d. Information and Reports: The Agency shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:

- (1) withholding of payments to the Agency under this Agreement until the Agency complies, and/or
- (2) cancellation, termination, or suspension of this Agreement in whole or in part.

f. Incorporation of Provisions: The Agency shall include the provisions of subparagraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department or other parties participating in the funding of this agreement may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such directions, the Agency may request the Department to enter into such litigation to protect the interests of the Department, and, in addition and as appropriate, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

D.12. Licensure. The Agency, its employees, and any approved contractor or 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. See also the requirements of Subsection A.9.i. regarding contractor licensure.

D.13. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. 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, FHWA, Inspectors General, the Comptroller General of the United States, 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 aforesaid requirements to make records available to the Department, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives shall be a continuing obligation of the Agency and shall survive a termination of this Grant Contract.

- D.14. Monitoring. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.16. Audit Report. The Agency shall be audited in accordance with Tenn. Code Ann. § 4-3-301, Tenn. Code Ann. § 6-56-105, or other applicable law. In the event that the Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Agency shall be competitive where practicable. For any procurement for which reimbursement is paid under this Agreement, the Agency shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If federal funds are funding the Project, the Agency shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Agency shall obtain prior approval from the Department before purchasing any equipment under this Grant Contract.

The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy pursuant to authority found in Tenn. Cod Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

- D.18. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.19. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement 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.20. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement.
- D.21. Liability for Third Party Claims and Damages. The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

In the event that the Department is sued for damages arising from acts, omissions, or negligence by the Agency or its employees, the Agency shall cooperate in the Department's defense. TDOT shall give the Agency written notice of any such claim or suit, and the Agency shall have full right and obligation to conduct the Agency's own defense thereof. Nothing contained herein shall be deemed to accord to the Agency, through its attorney(s), the right to represent the Department in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- D.22. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.23. State and Federal Compliance. The Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement. If federal funds are funding the Project, the requirements of 2 CFR Part 200 shall apply.
- D.24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement.

The Agency 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 9-8-407.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq., and all other applicable laws.

- D.25. Completeness. This Agreement 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 Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.26. Severability. If any terms and conditions of this Agreement 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 Agreement are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.28. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Agency 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.

**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 Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.

E.2. Debarment and Suspension. **By signing and submitting this Agreement, the Agency is providing the certification set forth in this Paragraph.**

a. Instructions for Certification – Primary Covered Transactions:

- (1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- (3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- (5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E.3. Department Debarment and Suspension. In accordance with the Tennessee Department of Transportation rules governing Contractor Debarment and Suspension, Chapter 1680-05-01, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.



- E.4. 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 Agency by the Department or acquired by the Agency on behalf of the Department that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Agency due to intentional or negligent actions or inactions of agents of the Department or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Agency 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 Agreement.

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Agency is responsible for providing all requested information to the Department for FFATA reporting purposes upon request.

The Agency will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.6. Disclosure of Personally Identifiable Information. The Agency shall report to the Department any instances of unauthorized disclosure of personally identifiable information related to this Agreement that come to the attention of the Agency. Any such report shall be made by the Agency within twenty-four (24) hours after the instance has come to the attention of the Agency. The Agency, at the sole discretion of the Department, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Agency shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the Department under this Agreement or otherwise available at law.

- E.7. State and/or Federal Funding. Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 CFR 1.9(a)). If FHWA and/or the Department determines that any amount claimed is not eligible, Federal and/or State participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal and/or State participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal and/or State funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

If the Agency fails to comply with Federal statutes, regulations or the terms and conditions this Agreement, the Department may impose additional conditions as described in 2 CFR § 200.207 Specific conditions. If the Department determines that noncompliance cannot be remedied by

imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department.
  - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the Agreement.
  - d. Withhold further Federal awards for the project or program.
  - e. Take other remedies that may be legally available.
- E.8. Federal Awarding Agency. Federal funds provided hereunder are provided by the FHWA, unless otherwise indicated. FHWA awarding official contact information is set out below:
- Federal Highway Administration  
Tennessee Division Office  
404 BNA Drive  
Building 200, Suite 508  
Nashville, TN 37217  
Phone: (615) 781-5770  
Fax: (615) 781-5773
- E.9. No Retainage Allowed. The Agency may not withhold retainage on progress payments from the prime contractor, the prime contractor may not withhold retainage from its subcontractors, and no subcontractor may withhold retainage from any of its subcontractors.
- E.10. Inspection. The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- E.11. No Third-Party Beneficiary Rights. No provision in this Agreement is intended to or shall be construed to create any rights with respect to the subject matter of this Agreement in any third party.
- E.12. Participation in Real Property Acquisition. The State and/or Federal reimbursement for the acquisition of real property is outlined in Exhibit A, attached and incorporated herein to this Agreement.

Pursuant to 23 U.S.C. § 156, the Agency shall charge, at a minimum, fair market value for the sale, use, lease, or lease renewal (other than for utility use and occupancy or for a transportation project eligible for assistance under this title) of real property acquired in the name of Agency with Federal assistance made available from the Highway Trust Fund (other than the Mass Transit Account). Pursuant to 23 CFR §710.403, property disposal actions and right-of-way use agreements, including leasing actions, are subject to 23 CFR part 771. The Agency shall not use or allow the use of any such real property for any use other than that originally described in this Agreement without the prior written approval of the Department and FHWA. The Federal share of net income



from the use or disposal of real property interests obtained with Title 23 funds shall be used by the Agency for activities eligible for funding under Title 23.

- E.13. Work Products. The Department shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the “Work Products”), including but not limited to, documents, methodologies, models, templates, drawings, designs, and plans created, designed, developed, derived, documented, installed, or delivered under this Agreement subject to the terms and conditions of this Section and full and final payment for each “Work Product.” The Department and FHWA shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.14. Agency Signatory. The Agency hereby certifies that the individual executing this Agreement on behalf of the Agency possesses the necessary signatory authority to legally bind the Agency.
- E.15. Investment of Public Funds. The facility on or structure for which this Project is being developed shall remain open to the public and to vehicular, bicycle and pedestrian traffic, as applicable, for a sufficient time after completion of the Project and close-out by FHWA to recoup the public investment therein, for at least the minimum length of time as shown below:

<u>State/Federal Investment</u>	=	<u>Facility to Remain Open</u>
\$1.00 - \$200,000	=	At least 5 Years
>\$200,000 - \$500,000	=	At least 10 Years
>\$500,000 - \$1,000,000	=	At least 20 Years

Projects over \$1,000,000 must remain open to public and to vehicular, bicycle and pedestrian traffic as applicable, for a minimum of 25 years after completion of the Project and close-out by FHWA and will be subject to individual review by the Department.

If this Project involves construction other than linear highway construction, the terms of this paragraph shall apply to the extent that the Project shall remain open to the public for the amount of time shown.

- E.16. Americans with Disabilities Act of 1990 (ADA). The Agency shall comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published July 26, 2011 (“PROWAG 2011”).
- E.17. Maintenance. The Agency shall have the sole responsibility at its own expense of maintaining the entire Project. The State shall have no maintenance obligation for the Project.

The Agency shall comply with all federal, state, and local laws, ordinances, and regulations applicable to its ongoing use and maintenance of the completed Project.

- E.18. Disadvantaged Business Enterprise (DBE) Policy and Obligation. Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, the Agency and its contractors shall take all necessary and reasonable steps, in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color,

national origin or sex in the award and performance of agreements entered into pursuant to this Agreement.

- E.19. General Compliance with Law. The Agency shall observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the Department as a result of said breach.

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law; provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency so that the Agency may proceed as soon as possible with the Project.

- E.20. Equal Employment Opportunity. In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Agency shall insert the above provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

- E.21. Certification Regarding Third Party Contracts. The Agency certifies by its signature hereunder that:
- a. Agency has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
  - b. Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
  - c. Agency will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
  - d. Agency agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

- E.22. Completion of Project and Repayment of Funds. If the Agency elects not to complete the Project, then the Agency shall notify the Department in writing within thirty (30) days after having made such

determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for TDES costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

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**STEVE ALLEN, MAYOR**

**DATE**

**APPROVED AS TO FORM AND LEGALITY:**

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**JENNIFER NOE, TOWN ATTORNEY**

**DATE**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

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**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY:**

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**JOHN H. REINBOLD, GENERAL COUNSEL**

**DATE**

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## EXHIBIT "A"

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**AGREEMENT NUMBER:** 200026  
**PROJECT IDENTIFICATION NUMBER:** 130039.00  
**FEDERAL PROJECT NUMBER:** STP-M/TAP-9327(11)  
**STATE PROJECT NUMBER:** 11LPLM-F3-021

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**PROJECT DESCRIPTION:** Design and construction of an asphalt trail along N. Main Street beginning at the Cumberland River Bicentennial Trail on Chapmansboro Road to a trailhead at SR-455 (Tennessee Waltz Parkway). The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

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**PROJECT TERMINI:** Greenway from Chapmansboro Road to SR-455 (Tennessee Waltz Pkwy)

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**CHANGE IN COST:** In event this project is within a Metropolitan Planning Organization, costs hereunder are controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

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**TYPE OF WORK:**

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PHASE	FUNDING SOURCE	FEDERAL %	STATE %	LOCAL %	ESTIMATED COST
NEPA	L-STBG	80	0	20	\$50,594.00
DESIGN	L-STBG	80	0	20	\$85,386.00
ROW	L-STBG	80	0	20	\$1,000.00
UTILITIES	L-STBG	80	0	20	\$1,500.00
CONSTRUCTION	TAP	80	0	20	\$813,200.00
CEI	L-STBG	80	0	20	\$45,422.50
TDES(NOT REIMBURSABLE)	L-STBG	80	0	20	\$5,000.00

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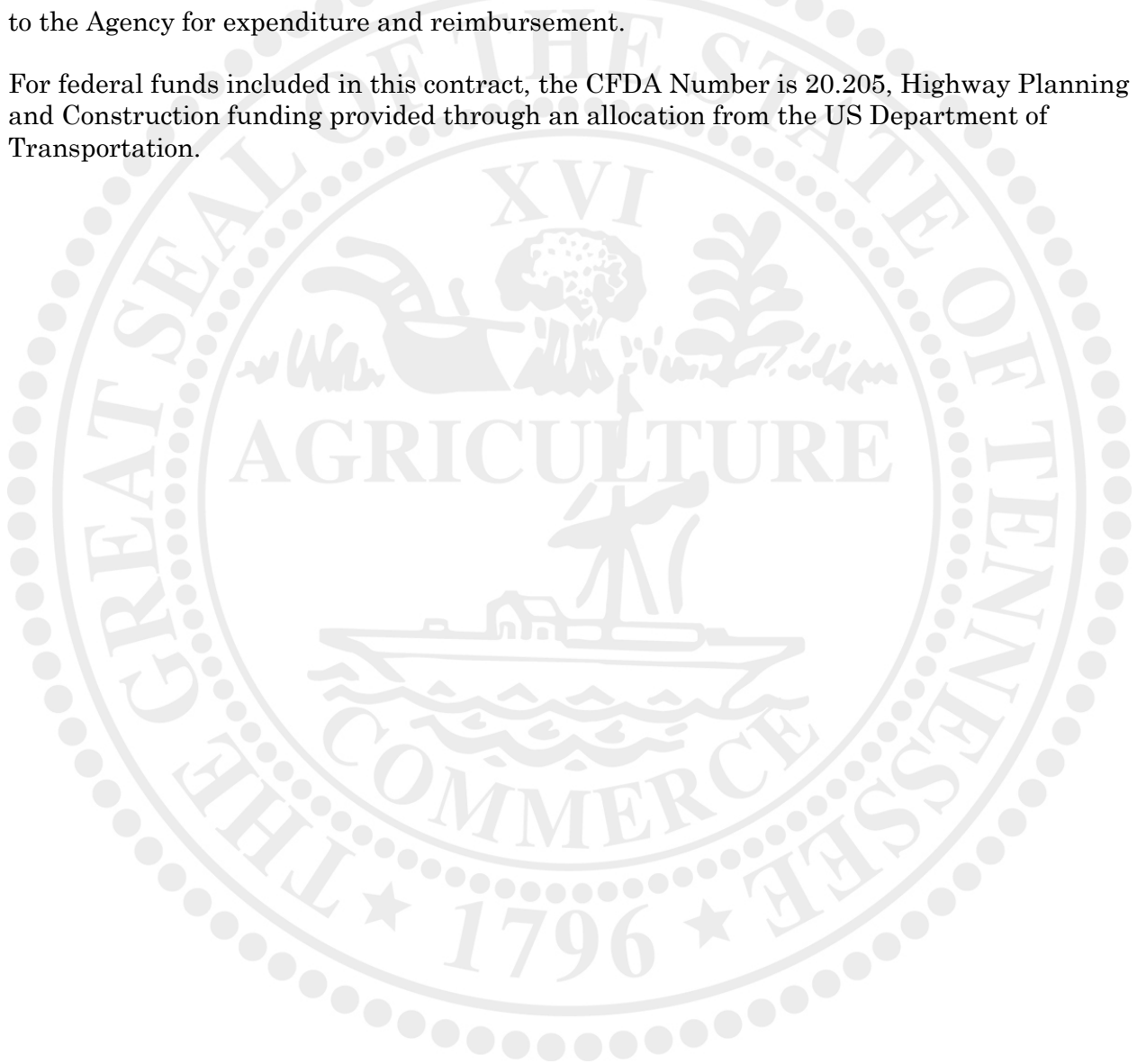
**LIABILITY:** The Agency understands the estimated cost of the project is \$1,002,102.50, and the maximum liability of the Department being \$801,682.00. The maximum liability of the Department does not include the TDES estimated cost as noted above. Any additional costs incurred above the maximum liability shall be the responsibility of the Agency.

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY:** FAST Act § 1109; 23 U.S.C. 133(h)

**NOTE:** Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in “TDES” above. These funds are not available to the Agency for expenditure and reimbursement.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN  
BLUECROSS BLUESHIELD OF TENNESSEE, INC.  
AND  
TOWN OF ASHLAND CITY**

This Administrative Services Agreement, including all Attachments hereto ("Agreement"), is entered into by and between Town of Ashland City ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross") for administration of Employer's Health Reimbursement Arrangement ("HRA"), and is effective as stated in Article IV of this Agreement. Employer and BlueCross are collectively referred to in this Agreement as the "Parties."

Employer has established a plan to reimburse eligible Employees of the Employer for certain eligible health care expenses incurred ("HRA Plan"). The eligible Employees and their eligible Dependents are collectively referred to as "Members" in this Agreement, and that term is further defined in the Employer's health benefit plan ("Plan"). The HRA Plan and the Plan are component parts of a single medical welfare benefit sponsored by the Employer. BlueCross administers the HRA Plan as a component of the medical Plan. Eligible Employees who enroll in the Employer's health benefit plan are referred to as "Subscribers." "Members" and "Subscribers" are further defined in the Employer's HRA Summary Plan Description ("SPD").

This Agreement outlines the rights and responsibilities of the Parties related to the administration of HRA Plan. In consideration of the Parties' mutual promises, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I – RESPONSIBILITIES OF THE PARTIES**

- 1.1 BlueCross. BlueCross is responsible for providing ministerial administrative services in accordance with the terms of the HRA Plan, and other duties specifically assumed by it pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to HRA funding or reimbursements. BlueCross will use its reasonable business judgment in performing its duties under this Agreement, and will administer the benefits under the HRA Plan in accordance with BlueCross' customary administrative standards and practices. BlueCross shall perform its duties in accordance with the terms of this Agreement and generally accepted standards applicable to claims administration, including other plans licensed by the BlueCross BlueShield Association ("Association"). BlueCross may designate a third party vendor to perform any of its duties; however, such designation shall not release BlueCross from its obligations pursuant to this Agreement.
- 1.2 Employer. Employer is responsible for providing BlueCross with any changes to the SPD, and the necessary information to determine Employee and Dependent eligibility under the health benefit plan and the HRA Plan, and other duties and services as described elsewhere in this Agreement. Employer shall fund all Eligible Medical Expenses, and shall pay BlueCross an administrative services fee for providing its services under this Agreement. Employer may designate a third party to perform any of its duties under this Agreement; however, such designation shall not release Employer from its obligations pursuant to this Agreement. Any reference to "Employer" in this Agreement shall also include third party(ies) designated by Employer to perform any of its duties or obligations under this Agreement.

- 1.3 Fiduciary Responsibility. Employer is solely responsible for the fiduciary responsibilities of administering its health benefit plans and the HRA and maintaining adequate funding to support these plans. Employer is also responsible for, among other things, preparing and providing its covered employees with copies of SPDs describing its HRA Plan and, as applicable, with copies of summaries of material modifications. Although Employer's health benefit plan is not subject to ERISA, Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of its health benefit plans, as that term is defined in ERISA. The "Plan Administrator," as that term is defined in ERISA, is Employer.
- 1.4 Confidentiality. The Parties acknowledge that this Agreement and information provided to the other Party that is identified as confidential information, including, but not limited to, reimbursement information, group membership lists, marketing information and information obtained from and/or about the Association and its programs ("Confidential Information"); shall be treated as confidential, proprietary or trade secret information. A Party may release Confidential Information to providers or its affiliates, or their respective directors, partners, officers, employees, advisors and other representatives ("Representatives") who: have a need to know such Confidential Information, for purposes of their participation in or oversight of matters within the scope of this Agreement; and are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. Each Party shall advise its Representatives of their obligation to maintain the confidentiality of such information. Each Party is responsible if its Representative breaches this section. Neither Party shall otherwise release nor disclose such Confidential Information to third parties without the other Party's prior written consent, except as required by law. This paragraph shall survive the termination of this Agreement.

Notwithstanding anything herein to the contrary, the following shall not constitute Confidential Information for the purposes of this Agreement: (a) Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a Party or its Representatives; (b) Confidential Information that was available to the Parties on a non-confidential basis prior to its disclosure by a Party or its Representatives; or (c) Confidential Information that becomes available to the Parties on a non-confidential basis from a third party, provided that third party is not known to be subject to any prohibition against transmitting that information.

The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

## ARTICLE II - DEFINITIONS

All capitalized, defined terms in this ASA shall have the meanings specified in the various Articles in which they appear, or as defined in the HRA SPD.

## ARTICLE III – PAYMENT OF ADMINISTRATIVE SERVICES FEES AND FUNDING OF HRA CLAIMS

- 3.1 Administrative Services Fees in General. The Employer shall pay the invoiced amount for BlueCross' administrative services fees. Such payments shall be made within Thirty (30) days of the Due Date specified on the invoice or bill from BlueCross.
- 3.1.1 The initial administrative services fee shall be due and payable on the effective date of this Agreement. The administrative services fee is due on the date reflected on the invoice each month thereafter.

- 3.1.2 The administrative services fee will be determined on a month-by-month basis based on enrollment. The process that BlueCross will follow to determine each monthly administrative services fee total is set out below.
- 3.1.3 Changes in Administrative Services Fee. The administrative services fee shall remain in effect for the period stated in Article IV, subject to the exceptions stated in the following subparagraphs.
  - 3.1.3.1 BlueCross may increase the administrative services fee to cover reasonably anticipated increased costs resulting from changes in the HRA, legislation or regulation, with the increase to become effective on the date such changes are effective.
  - 3.1.3.2 In the event of the termination of a subsidiary, operation or class of employees covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such termination.
  - 3.1.3.3 In the event of the addition of a subsidiary, operation or class of employees not previously covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such addition.
  - 3.1.3.4 In the event the number of employees covered under this Agreement fluctuates more than Ten (10%) percent, BlueCross may revise the administrative services fee on the first day of any month following the change upon giving Employer at least Thirty (30) days advance written notice.
- 3.1.4 Administrative Services Fee. Employer shall pay to BlueCross the following administrative services fee during the Term of this Agreement:

\$4.00 per month per Subscriber, as that term is defined in the Plan.

The above charges and/or expenses shall be computed separately with respect to each Agreement Year, and no amounts shall be carried forward with respect to any Agreement Year. Employer shall pay the administrative services fee for all Subscribers enrolled in the HRA or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the appropriate administrative services fee for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. If a Subscriber becomes enrolled in the HRA after the Fifteenth (15th) of any month, there shall not be a partial administrative services fee for that month; Employer will pay an administrative services fee for that Subscriber for the first full month of participation in the HRA. Similarly, if a Subscriber terminates coverage under the Plan on or before the Fifteenth (15th) of any month, BlueCross will credit Employer for the administrative charge for that Subscriber for that entire month. That credit will appear on Employer's administrative services fee invoice within Sixty (60) days of termination of that Subscriber's coverage. However, Employer will pay a full month's administrative services fee for any Subscriber that terminates participation in the HRA on or after the Fifteenth (15th) of any month, and a full month's administrative services fee for any Subscriber that enrolls on or before the Fifteenth (15th) of any month.

- 3.1.4.1 Included in the administrative services fee is the cost of certain reports, as listed below:
  - HRA Monthly Summary Report



HRA Weekly Claims Billing Invoice  
HRA Weekly Claims Billing Summary  
HRA Weekly Claims Billing Detail

3.1.5 Funding Timing Methodology for Administrative Services Fee. BlueCross will adhere to the following schedule in notifying Employer of the funds necessary to pay the administrative services fee:

On the Twentieth (20th) day of each month, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross' administrative services fees for the following calendar month, and funds necessary to complete any adjustments to claims, fixed, previously agreed-upon charges, previous administrative services fees and any due late fees. The Employer will remit the amount specified by BlueCross within Thirty (30) days of the first of each month ("Due Date"). If the full amount specified by BlueCross pursuant to this paragraph is not received by BlueCross within that time period, BlueCross may immediately suspend adjudication of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross. If BlueCross elects to not suspend claim adjudication on behalf of the Employer, the Employer shall pay a late payment penalty of One (1%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2 Claims Funding Methodology. The Employer shall pay the invoiced amount for claims processed and approved for payment by BlueCross in accordance with this Agreement. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearing House Authorization Agreement ("ACH"), and is attached by reference to this Agreement. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of the Employer's obligations pursuant to this Agreement. Employer's assets are the only source of payment of claims or any other benefit provided by the HRA Plan.

3.2.1 Claims Funding Methodology. On a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that will be needed to fund claims for the preceding week. BlueCross shall simultaneously initiate the debit for claims to be paid. The debit will clear the Employer's account the following business day. BlueCross adjudicates claims in accordance with its internal administrative procedures.

3.2.1.1 If the full amount specified by BlueCross pursuant to this paragraph is not available to BlueCross within that time period, BlueCross may immediately suspend payment of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross.

3.2.1.2 If BlueCross elects not to suspend claim payments on behalf of the Employer, the Employer shall pay a late payment penalty of One and half (1½%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2.1.3 If a partial amount is available, BlueCross may elect to utilize those funds to pay claims until full payment is made by Employer. BlueCross has full

discretion to determine which claims will be paid with these partial funds, and may or may not exercise that discretion.

3.2.1.4 BlueCross shall provide Employer with a list of claims paid on behalf of the Employer, within Thirty (30) calendar days following the end of each month during which this Agreement remains in effect.

3.2.1.5 Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer's debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by the Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to the Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.

3.3 Additional Administration Charge. In addition to the monthly administrative services fee, the cost of the service outlined below will be billed as a direct cost to the Employer.

3.3.1 BlueCross will collect the following recoveries for Employer.

3.3.1.1 Subrogation recoveries. BlueCross will enforce Employer's subrogation rights; as consideration for this service, it will receive a fee of Fifteen (15%) percent the recovery from each subrogation case. Employer will be responsible for:

- Any outside attorneys' fees incurred in enforcing the Plan's subrogation rights; and
- Other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs, discovery expenses and expert witness fees. BlueCross will obtain Employer's approval before incurring any expert witness fees or expenses. Employer will advance said expenses if required in the preparation of its case(s) for trial.

Once a subrogation case has been finalized, and BlueCross has received the money, it will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from the recovery. The remaining amount is the net recovery, and the net recovery will be credited on Employer's next claims invoice.

**ARTICLE IV - TERM AND TERMINATION**

4.1 Term. This Agreement becomes effective at 12:01 A.M. July 1, 2020 ("Effective Date") and shall remain in effect until the earliest of the following events:

4.1.1 Until June 30, 2021, unless the Employer and BlueCross agree to extend the term prior to June 30, 2021;

4.1.1.1 After the initial term of this Agreement, either Party may give the other Party Sixty (60) days advance written notice of its intent to terminate this Agreement.

4.1.2 Any other date mutually agreed upon by the Parties; or

4.1.3 Any of the events specified in Section 4.2.

- 4.2 Termination by BlueCross. Notwithstanding the provisions of Section 4.1 above, this Agreement will automatically terminate upon the occurrence of any of the following events, as determined by BlueCross:
- 4.2.1 The Employer's failure to provide adequate funds, as set forth in Article III, as necessary for the reimbursement of Eligible Medical Expenses pursuant to the HRA;
  - 4.2.2 The Employer's failure to pay any administrative services fees or late payment penalty;
  - 4.2.3 The Employer ceases to maintain the health benefits plan or the HRA;
  - 4.2.4 At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately fund the HRA, and the Employer has failed to immediately provide adequate assurances of such ability to BlueCross; or
  - 4.2.5 At any time the Employer otherwise materially breaches this Agreement, after the procedures in Section 4.6 have been followed.
- 4.3 Termination for Invalid Use of Information. Employer will use any information BlueCross makes available solely for the purpose of administering the Employer's HRA Plan under this Agreement and in accordance with applicable law. Employer agrees to hold BlueCross harmless for any claim, action or loss that may arise at any time in the future out of Employer's unauthorized or unlawful use of any such information. Furthermore, if the Employer uses the information for another purpose, BlueCross will consider that action a material breach. This Agreement will then be subject to immediate termination.
- 4.4 BlueCross' Right to Reinstate. BlueCross has the sole discretion to decide to reinstate this Agreement if it was terminated pursuant to Subsections 4.2 or 4.3. If BlueCross elects to reinstate this Agreement, Employer shall be responsible for reinstatement fees that may apply.
- 4.5 Termination by Employer. Notwithstanding the provisions of Section 4.1 above, the Employer may terminate this Agreement immediately if the following occurs:
- 4.5.1 If BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State; or
  - 4.5.2 At any time BlueCross materially breaches its duties under this Agreement, after the procedures in Section 4.6 have been followed.
- 4.6 Material Breach Defined. A material breach is the failure by one Party ("breaching Party") to perform or carry out a function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other Party ("non-breaching Party"). If the non-breaching Party determines that a material breach has occurred, it must notify the breaching Party in writing of the breach as soon as it is practicable to so notify, and must allow the breaching Party Thirty (30) days to cure or correct the breach. If the breach is not cured or corrected in that Thirty (30) day period, the non-breaching Party may provide Thirty (30) days' notice of termination.
- 4.6.1 If either Party disputes a claimed material breach or that a material breach has been cured or corrected, it may immediately request dispute resolution, pursuant to the terms of this Agreement.
  - 4.6.2 BlueCross' termination of this Agreement in accordance with Subsection 4.2.1, 4.2.2, and 4.2.3, shall not be subject to the notice provisions of this subsection, nor

entitle the Employer to submit the dispute for resolution pursuant to Article VI, below.

- 4.7 Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect if this Agreement is terminated, except as follows:
- 4.7.1 The Parties' rights and obligations intended to survive termination of this Agreement, including Section 1.4 of this Agreement, shall continue in effect notwithstanding its termination.
  - 4.7.2 Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the Parties arising out of transactions occurring prior to termination.
  - 4.7.3 The termination of this Agreement does not excuse the Employer from forwarding to BlueCross any and all fees, monies, or reimbursements accrued through the date of termination. If termination occurs retroactively, any and all fees, monies, or reimbursements accrued through the date that actual written notice of termination is received by BlueCross shall be payable to BlueCross by Employer.
- 4.8 Administration after Termination. The termination of this Agreement shall not relieve either Party from any obligations formed under this agreement. BlueCross shall process Run Out Claims that BlueCross receives within the 180 day period following the date of termination of this Agreement or within such other period that the Parties agreed to in writing ("Run Out Period"). "Run Out Claims" refer to those claims for HRA reimbursements for Eligible Medical Expenses incurred prior to, but received after, the date of termination of this Agreement. The date an Eligible Medical Expense is "incurred" is the date the particular service was rendered. There is no administrative fee for BlueCross to administer Run Out claims. BlueCross will not process any claims it receives after the end of the Run Out Period.

Throughout the Run Out Period, Employer shall maintain its account in accordance with Article 3 of this Agreement.

Employer shall pay Run Out Claims invoiced within 180 days following the end of the Run Out Period.

- 4.9 Upon termination of this Agreement, the Employer must pay charges for the cost of producing any report in advance of receiving the requested report. Among other things, this applies to post-termination audits, requests from replacement claims administrators, and requests from the Plan Administrator.

#### **ARTICLE V – LIABILITY AND INDEMNIFICATION**

- 5.1 BlueCross. BlueCross neither insures nor underwrites any of the Employer's obligations or liabilities under the HRA Plan. Employer will indemnify BlueCross for actions taken at the Employer's direction. BlueCross is responsible solely for its acts and for the acts of its agents and employees acting within the scope of their duties under this Agreement. The term "agents" includes, but is not limited to, third parties utilized by BlueCross to perform BlueCross' administrative duties under this Agreement. BlueCross is not responsible for any acts or omissions of any outside vendors associated with or contracted by the Employer.
- 5.1.1 BlueCross hereby agrees to indemnify and hold harmless the Employer, its directors, officers, employees and agents against any and all vicarious liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, actions or

decisions arising directly from a failure by BlueCross, or its employees or agents, to exercise the standard of care that is expected of a similarly situated administrator, with the same level of expertise, that is providing the services described herein, unless the cause of such liability was the result of the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents, or resulted from the direction given by Employer or its directors, officers, employees or agents in the administration of the Plan.

5.1.2 BlueCross' liability to Employer pursuant to Subsection 5.1.1 of this Agreement shall be limited to the value of the administrative services fees received by BlueCross prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross' liability, whichever is greater.

5.1.3 Notwithstanding the foregoing, BlueCross' duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of any non-employee providers who provide services to participants in Employer's HRA Plan.

5.2 Employer. Employer retains ultimate responsibility for making eligibility and benefit determinations in connection with the Plan, paying all claims for covered services and paying any other expenses related to or arising in connection with the Plan, except as have been expressly assumed by BlueCross pursuant to this Agreement. The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 et seq.

#### **ARTICLE VI - DISPUTE RESOLUTION**

6.1 Binding Arbitration. Any dispute related to this Agreement that the Parties are unable to resolve through informal discussion shall be resolved through binding arbitration or some other mutually acceptable dispute resolution procedure (e.g., mediation). The American Arbitration Association in Chattanooga, Tennessee, shall conduct such arbitration or mediation, unless the Parties mutually agree in writing upon some other dispute resolution agency or venue.

6.2 Award. The arbitrator shall be required to issue a written decision explaining the basis of the decision and the manner of calculating any award. The arbitrator may not award punitive or exemplary damages and must base the decision on the terms of this Agreement and applicable laws. The arbitrator's decision may be entered and enforced in any State or Federal court. That decision may only be vacated, modified or corrected for the reasons set forth in Section 10 or 11 of the United States Arbitration Act, if the award contains material errors of law or is arbitrary and capricious.

6.3 Final Nature of Arbitration. The award of the arbitrator shall be final, and not subject to appeal to any other authority. This does not preclude enforcement, as stated in Subsection 6.2.

#### **ARTICLE VII – EMPLOYER'S DUTIES**

7.1 Services. As long as this Agreement remains in effect, Employer shall:

7.1.1 Provide BlueCross with a current, detailed description of the HRA Plan and any changes in such HRA Plan;

7.1.2 Provide BlueCross with the necessary Subscriber and Member eligibility information to enable BlueCross to administer the HRA Plan; and

7.1.3 Perform other duties and services as described in this Agreement.

- 7.2 Notification Regarding Members. Employer shall notify BlueCross of the addition or deletion of Members to the HRA Plan as it does in its health benefit plan described below:
- 7.2.1 When a new Member should be added, Employer shall notify BlueCross within Thirty (30) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.
  - 7.2.2 When a Member should be terminated from coverage under the HRA Plan, Employer shall notify BlueCross within Thirty (30) days of the effective date of that Member's termination.
  - 7.2.3 If the HRA Plan covers domestic partners, Employer shall ensure the HRA Plan's compliance with all laws and regulations, including but not limited to, the IRS requirement regarding domestic partners. It is the Employer's sole responsibility to comply with these requirements and to ensure that the HRA Plan does not lose its tax exempt status due to any violations or failure to meet any legal requirements.
- 7.3 Annual Benefits Provided by the Employer. Employees and their Dependents shall be entitled to reimbursement for their documented, Eligible Medical Expenses incurred during the Benefit Period. The Employer sets the annual fixed amount in writing.
- 7.4 Final Authority. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the HRA Plan including, but not limited to, claims payment decisions, cost containment program decisions, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), compliance with reporting and remitting abandoned property funds if required by law, and compliance with any other state and federal laws or regulations applicable to the Employer or the administration of the HRA Plan.

If Employer uses the services of a third party to provide enrollment data and that third party's data does not match BlueCross' data, BlueCross' data will be used to determine the administrative services fee. BlueCross will work with Employer to resolve the discrepancy. If no agreement can be reached, BlueCross' records will control. Until the dispute is resolved, Employer must pay the administrative services fee as indicated, based on BlueCross' records.

Employer must submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to rely on Employer's instructions in performing its duties under this Agreement.

BlueCross will administer claims in accordance with the terms and conditions of this Agreement. A Member has the right to appeal any decision regarding or arising out of this Agreement, which is governed by the grievance process defined in the Plan.

- 7.5 Eligibility and Enrollment. As of the first day of the Term of this Agreement, the Employer will have delivered enrollment information regarding Members to BlueCross. The Employer shall deliver all Employee and Dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the Parties.
- 7.5.1 The Employer shall be responsible for providing each Subscriber with a copy of the SPD.

7.6 Financial Obligations.

- 7.6.1 Claims Funding. Employer is financially responsible for the funding of all Approved Claims, and is the Payor of benefits for Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services under the Plan.
- 7.6.2 Administrative Services Fees; Late Charges. Employer agrees to pay promptly all administrative services fees and/or other charges specified in this Agreement.

7.7 Taxes.

- 7.7.1 If at any time, during or after the term of this Agreement, BlueCross is required to pay any federal, state or local taxes based upon or measured by the amount of (i) fees paid or payable to BlueCross for services provided under this Agreement, or (ii) claims paid pursuant to this Agreement (collectively "Taxes") or is required to pay any penalties or interest assessed or accrued on any Taxes (collectively "Penalties"), Employer will pay BlueCross an additional amount equal to the Taxes and Penalties plus any Taxes and Penalties based upon or measured by the payment by Employer of these additional amounts.
- 7.7.2 Employer will pay these additional amounts to BlueCross within Thirty (30) days following mailing of written notice to Employer of the additional amounts due. Payments not received within the Thirty (30) day period are subject to the late payment charge described in Article III of this Agreement.
- 7.7.3 Employer will pay these additional amounts even if the validity of Taxes or Penalties has not been finally determined. If it is finally determined that such Taxes or Penalties were not valid, to the extent such Taxes and/or Penalties are refunded or otherwise returned to BlueCross by the appropriate federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross' regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Taxes or Penalties.
- 7.7.4 If Employer has paid BlueCross an additional amount equal to the Taxes but, as of the time of this payment, Penalties had not yet accrued or been assessed, Employer will not be required to pay any additional amount to BlueCross based upon or measured by subsequently accrued or assessed Penalties.

7.8 Use of Names and Service Marks. The Employer agrees to allow BlueCross to use the Employer's name and service mark on identification cards and other forms necessary to implement this Agreement, and to promote the Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use the Employer's name or service mark for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are the sole property of BlueCross and BlueCross retains the right to the use and control thereof. The Employer shall not use BlueCross' name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross and shall cease any such usage immediately upon written notice by BlueCross or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of the Association, whether presently existing or hereafter established, are the sole property of the Association and the Association retains the right to the use and control thereof. Employer shall not use the Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Association and shall cease any such usage immediately upon written notice by the Association or upon termination of this Agreement, whichever is sooner.

7.9 Audit of BlueCross. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BlueCross in administering its HRA Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BlueCross, unless Employer has a compelling reason, to be determined at the discretion of BlueCross, and needs such information to perform its duties in administering the HRA Plan. If Employer needs access to Confidential Information in order to perform such an audit of BlueCross, it shall be subject to Section 7.10 of this Agreement.

7.9.1 If Employer uses the services of a third party to perform all or any part of an audit, the Employer and that third party must both execute BlueCross' current Audit Agreement.

7.9.2 Employer may perform a simple audit of BlueCross once during the Calendar Year while this Agreement is in force without any charge by BlueCross. A "simple audit" is one that requires less than Fifty (50) person hours of work by BlueCross employees to assist in the audit. The Employer must negotiate the cost, parameters, etc. with BlueCross for an audit that does not fit this definition.

7.9.3 Should Employer contract with a third party to perform a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.) that may be found by the third party in its audit, BlueCross will cooperate with said third party in the conduct of such contingent fee audit. The Parties agree that BlueCross will incur costs in defending its claims adjudication. In consideration for this and BlueCross' cooperation with the auditor, Employer agrees that, in the event the auditor cannot specifically prove that certain claims were adjudicated incorrectly by BlueCross, Employer will reimburse BlueCross the lesser of:

7.9.3.1 Three (3%) percent of the claims the auditor cannot specifically prove were adjudicated incorrectly; or

7.9.3.2 BlueCross' costs to defend each claim that the auditor alleges were incorrectly adjudicated; or

7.9.3.3 A flat fee of \$1,500.00.

7.9.4 Employer's right to audit BlueCross without any additional charge terminates with the termination of this Agreement.

7.10 Access to Confidential Information. From time to time, representatives of Employer may need access to certain Confidential Information in order to perform its duties under the HRA Plan. Before BlueCross will release any Confidential Information regarding a Member covered under the Plan, BlueCross must receive from the Employer:

7.10.1 Authorization to release the Confidential Information to a specific representative; and

7.10.2 A statement that the representative must have such information in order to perform their job as it relates to the administration of the Plan.



Additionally, the representative must sign and return BlueCross' current Confidentiality Agreement to BlueCross before BlueCross is under any obligation to release any Confidential Information.

7.10.3 The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

### **ARTICLE VIII - BENEFITS UNDER HRA**

- 8.1 Annual Benefits Provided by the HRA Plan. Each Subscriber shall be entitled to reimbursement for his/her documented, Eligible Medical Expenses incurred during the Benefit Period in an amount not to exceed the amount specified in this Agreement and in accordance with the payment ordering rules, which determine whether benefits are paid under this Plan before or after some other plan or reimbursement arrangement.
- 8.2 Cost of Coverage. With the exception of coverage continuation situations, the Employer bears the entire expense of providing the benefits set out in Section 8.1.
- 8.3 Claims for Benefits. No benefit shall be paid unless a Member's claim for benefits has been submitted to BlueCross. BlueCross will pay the claim as soon as administratively feasible.

### **ARTICLE IX – BLUE CROSS' DUTIES**

- 9.1 Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the HRA Plan only as expressly stated in this Agreement and its Attachments and amendments. Employer and BlueCross agree that BlueCross' role under this Agreement is to provide administrative services in accordance with the terms of the HRA for Members that BlueCross does not assume any financial risk or obligation with respect to HRA Plan claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the HRA Plan's assets, if any, or discretionary authority over the HRA Plan.
- 9.2 Enrollment Forms. BlueCross shall enroll those individuals who have completed an enrollment form for the health plan, and are identified by the Employer as eligible for benefits under the HRA Plan on the effective date of the HRA Plan, and subsequently during the continuance of this Agreement. The Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.). BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold BlueCross harmless for inaccurate information provided by the Employer or the Employer's failure to provide such information in a timely manner.
  - 9.2.1 BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for enrollment and submission of any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.
  - 9.2.2 Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.
  - 9.2.3 Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems to reflect that change in the Member's coverage.
    - 9.2.3.1 If Employer notifies BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will credit Employer with any administrative services fees that were paid for that Member for that time period.

9.2.3.2 If Employer does not notify BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent Ninety (90) day period of administrative services fees that were paid by Employer for that Member's coverage.

9.2.4 BlueCross will provide its HRA SPD describing benefits provided under the HRA to Employer for it to distribute to Members.

9.3 Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims, in accordance with the terms of the HRA Plan's benefits. BlueCross shall only use funds furnished solely by Employer to process said claims. BlueCross will follow current industry practices and its internal claims processing procedures regarding adjudication of claims, including timeliness and accuracy of claims payments. For purposes of this Agreement, the term "claim(s)" is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the terms of the HRA Plan.

9.3.1 When necessary, BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.

9.3.2 BlueCross shall furnish each Member claiming benefits under the HRA Plan with an explanation of each claim that is paid, denied or rejected.

9.3.3 BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the grievance procedure defined in the SPD; however, the Employer shall retain final discretionary authority and responsibility for claims payment decisions.

9.3.4 If Employer notifies BlueCross of a Member's termination from coverage after the termination date, and claims for that Member were paid in the interim, BlueCross shall request reimbursement from providers on Employer's behalf. However, if the Employer does not notify BlueCross of a Member's termination from coverage for Ninety (90) days or more after the date of Member's termination, BlueCross shall not be obligated to attempt to collect any claim payments that were incurred more than Ninety (90) days before notice of termination was received by BlueCross.

9.3.4.1 If benefits were paid directly to a Member, BlueCross will attempt recovery. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

9.3.4.2 If Employer's health benefit plan includes coverage for pharmacy benefits that are paid by BlueCross' pharmacy vendor, claims paid after a Member's termination cannot be recovered from the provider. BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

9.3.4.3 If a claim payment is less than Fifty (\$50) dollars, BlueCross has no obligation to attempt to collect said claim payment.

9.3.4.4 If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.

9.3.4.5 If benefits are not recoverable from a provider or Member, this will not alter Employer's responsibility to fund all claims.

9.3.5 BlueCross, or its designee, may perform periodic audit of charges to verify that payments have been made in accordance with electronic claims payment assumptions, in order to provide reasonable certainty that payments are allowable under the IRS rules and regulations.

9.3.6 BlueCross, or its designee, will notify the appropriate Subscriber and Employer when funds have been improperly withdrawn.

9.3.7 BlueCross, or its designee, will post balances in accounts, and post additional deposits and withdrawals as they occur.

9.3.8 Incentives. Employer shall fully fund any incentives offered as part of the HRA Plan. Such expense shall be billed to Employer by BlueCross, as appropriate, in the same manner as Claims (Please see Section 3.2 – Claims Funding Methodology). Employer shall periodically, in a time and format agreed to between the Parties, inform BlueCross of Subscribers that are entitled to receive incentives under the HRA Plan.

#### 9.4 Claims Payments Adjustments.

9.4.1 Whenever BlueCross becomes aware of an overpayment under the HRA, BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures. In the event any part of an overpayment is recovered, the HRA Plan will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross may use its reasonable judgment to compromise and settle overpayments.

9.4.2 BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

9.4.2.1 the overpayment was caused by an act or omission of BlueCross that did not meet its standard of care set out in this Agreement;

9.4.2.2 all reasonable means of recovery under the circumstances have been exhausted; and

9.4.2.3 BlueCross' acts or omissions were not undertaken at the express direction of Employer.

9.4.3 BlueCross is not liable for interest on recovered overpayments.

9.4.4 Except in cases of fraud committed by the Provider, BlueCross cannot, under Tennessee state law, recover overpayments from Providers more than Eighteen (18) months after the date that BlueCross paid the claim submitted by the Provider.

9.4.5 In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than One (1) years before the overpayment is discovered and reported to BlueCross by the Employer.

9.5 In the event that BlueCross becomes aware that a claims payment to a Provider or Member was or might have been the result of a fraud committed on or against the Plan, BlueCross shall:

- Notify the Plan as soon as possible about the alleged fraudulent claims;

- Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and
- Report the suspected fraud to the appropriate law enforcement agency.

9.6 Legal Actions.

9.6.1 If a demand is asserted that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member ("Action"):

9.6.1.1 BlueCross will provide written notice to Employer as soon as practicable, but in no event more than One Hundred Twenty (120) days after the initial notice of such Action was received by BlueCross, where Employer is not also a party to such Action. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross. Employer has the right to approve or disapprove this selection, within reason.

9.6.1.2 Subject to the indemnity provisions of this Agreement, Employer shall indemnify and defend BlueCross in any such action, and shall be responsible for the defense costs for BlueCross.

9.6.1.3 Employer will provide BlueCross with reasonable cooperation in the defense of such Action.

9.6.1.4 Subject to the indemnity provisions of this Agreement, Employer shall remain liable for the full amount of any benefits paid as a result of such Action, in addition to all costs of legal fees, penalties, interest and other expenses recovered by a Member or health care provider in connection with the Action. In no event will BlueCross be liable for any amount of benefits paid as a result of any Action or any legal fees or costs recovered by a Member, or provider in connection therewith.

9.6.2 If an Action is brought against Employer:

9.6.2.1 Employer will select and retain counsel and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.

9.6.2.2 BlueCross will provide Employer with reasonable cooperation in the defense of such Action.

9.6.2.3 Subject to the indemnity provisions of this Agreement, Employer shall be liable for the full amount of any benefits paid as a result of such Action, as well as any legal fees, penalties, interest and costs recovered by a Member or provider in connection therewith. In no event will BlueCross be liable for any amount of benefits paid as a result of such Action or any legal fees or costs recovered by a Member or provider in connection therewith.

9.7 Records and Reports. BlueCross will establish, maintain and provide to the Employer, in its standard reporting package, records and reports generated as a result of the administration of the HRA Plan.

- 9.8 Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. It shall make such books and records available for inspection by authorized representatives of Employer at BlueCross' home office, during normal business hours, upon reasonable advance written request, at the Employer's expense, during the term of this Agreement and for Six (6) years from the date of the final payment under this Agreement, subject to the Employer entering into an Information Sharing Agreement or Confidential Information and Non-Disclosure Agreement.
- 9.9 Claims Data. BlueCross maintains Members' claims data in its data warehouse. This claims data is available to the Employer during the term of this Agreement. Upon termination of this Agreement, this claims data will no longer be available to the Employer from the data warehouse, but it will continue to be maintained by BlueCross. Pursuant to the HIPAA privacy standards, it is infeasible for BlueCross to return or destroy the Member's claims data received from the group health plan due to, but not limited to:
- underwriting;
  - research;
  - state and federal law retention requirements;
  - governmental audits;
  - potential litigation; and
  - system restraints for segregating data.

BlueCross will protect the data and limit further uses or disclosures as required by HIPAA.

- 9.10 Subrogation. BlueCross shall enforce Employer's right to subrogation, as established in the SPD.
- 9.10.1 Once subrogation recoveries begin, BlueCross will provide monthly reports to Employer upon request, detailing: (a) recoveries for the immediately past month; (b) year-to-date recoveries; (c) open cases as of the end of the immediately past month; and (d) cases closed with no recovery.
- 9.10.2 BlueCross may use its reasonable judgment to determine when a subrogation claim should be compromised and settled for less than its full value.

#### **ARTICLE X - MISCELLANEOUS PROVISIONS**

- 10.1 Acceptance. The attached Employer Group Application form is a part of this Agreement. It is incorporated by reference.
- 10.2 Acceptance by Payment of Fees.  
BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by signing the below. In the event that Employer has not signed the Agreement by July 1, 2020, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.
- 10.3 Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of the Employer and BlueCross.

The Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes.

- 10.4 Assignment. This Agreement may be assigned to a subsidiary or affiliate of the Employer upon Ninety (90) days prior written notice to, and with the express written consent of, BlueCross. BlueCross shall not unreasonably withhold its consent to any such assignment by Employer.
- 10.5 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the Parties hereto.
- 10.6 Impossibility of Performance. If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected Party shall notify the other of the nature of that act or omission ("Adverse Event"). The Parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the Parties fail to reach a negotiated modification concerning the Adverse Event, then the affected Party may immediately terminate this Agreement upon giving written notice to the other Party.
- 10.7 Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.
- 10.8 Independent Contractors.
  - 10.8.1 This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other Party.
  - 10.8.2 On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer and BlueCross which is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross and BlueShield Plans permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.
  - 10.8.3 The Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.
  - 10.8.4 Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross' obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.
- 10.9 Notices. Any notice required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by overnight mail delivery for which

evidence of delivery is obtained by the sender, to BlueCross or the Employer at the addresses indicated herein, or such other addresses that the Parties may hereafter designate. The notice shall be effective on the date the notice was posted.

- 10.10 No Third Party Rights. Except as specifically stated herein, none of the provisions of this Agreement is intended to create third party rights or status in any person or entity.
- 10.11 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions shall remain in force and effect, unless the severance of that provision substantially deprives a Party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.
- 10.12 Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.
- 10.13 Survival. The rights and obligations of the Parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.
- 10.14 Venue. All actions or proceedings instituted by the Employer or BlueCross against the other hereunder shall be brought in a court of competent jurisdiction located in Hamilton County, Tennessee.
- 10.15 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 10.16 Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.
- 10.17 Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to Center of Medicare & Medicaid Services. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.

**BLUECROSS BLUESHIELD OF TENNESSEE, INC.**

**TOWN OF ASHLAND CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 101 Court Street

\_\_\_\_\_  
\_\_\_\_\_

Ashland City, TN 37015  
Employer ID No. 62-6000239  
\_\_\_\_\_



**Attachment 1 to Health Reimbursement Arrangement**

**DIRECT DEBIT AUTHORIZATION AGREEMENT**

The Employer has signed a separate Direct Debit Authorization Agreement, which is hereby incorporated by reference as part of this Agreement.

## Attachment 2 to Health Reimbursement Arrangement

### **BUSINESS ASSOCIATE AGREEMENT** **Between** **BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.** **and** **Town of Ashland City**

This Business Associate Agreement (“BAA”) is effective upon execution and amends and is made part of the Administrative Services Agreement (“ASA”) by and between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”), Town of Ashland City (“Employer”) assigned Employer Group Number 125011, and the Group Health Plan (“GHP”).

The ASA is modified to incorporate the terms of this HIPAA Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as modified by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), and the implementing regulations (“HIPAA Rules”) that are applicable to BlueCross, along with any guidance and/or regulations issued by United States Department of Health and Human Services (“DHHS”). BlueCross and GHP agree to incorporate into this HIPAA Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of BlueCross. BlueCross recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Privacy of Protected Health Information.
  - a. Permitted Uses and Disclosures. BlueCross is permitted to use and disclose Protected Health Information that it creates or receives on GHP’s behalf or receives from GHP (or another business associate of GHP) and to request Protected Health Information on GHP’s behalf (collectively, “GHP’s Protected Health Information”) only as follows:
    - i. Functions and Activities on GHP’s Behalf. BlueCross will be permitted to use and disclose GHP’s PHI to perform functions, activities, services, and operations on behalf of GHP, consistent with the Privacy Rule and the HITECH Act as specified in the ASA, including but not limited to: (a) management, operation, and administration of the GHP offered to Members; and (b) services set forth in the ASA, which include payment activities, Health Care Operations, and Data Aggregation.
    - ii. BlueCross’ Operations. For BlueCross’ proper management and administration or to carry out BlueCross’ legal responsibilities, provided that, with respect to disclosure of GHP’s Protected Health Information, either:
      - A) The disclosure is Required by Law; or
      - B) BlueCross obtains reasonable assurance from any person or entity to which BlueCross will disclose GHP’s Protected Health Information that the person or entity will:
        - 1) Hold GHP’s Protected Health Information in confidence and use or further disclose GHP’s Protected Health Information only for the

purpose for which BlueCross disclosed GHP's Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify BlueCross (who will in turn notify GHP in accordance with Section 4(a) of this HIPAA Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of GHP's Protected Health Information was breached.

C) BlueCross also may use GHP's Protected Health Information to provide Data Aggregation Services. BlueCross may de-identify GHP's PHI it obtains or creates in the course of providing services to Employer.

- b. Minimum Necessary and Limited Data Set. BlueCross' use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BlueCross will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of GHP's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that BlueCross will not be obligated to comply with this minimum necessary limitation with respect to:
- i. Disclosure to or request by a health care provider for Treatment;
  - ii. Use for or disclosure to an individual who is the subject of GHP's Protected Health Information, or that individual's personal representative;
  - iii. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information to be used or disclosed, or by that individual's personal representative;
  - iv. Disclosure to the DHHS in accordance with Section 5(a) of this HIPAA Agreement;
  - v. Use or disclosure that is Required by Law; or
  - vi. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c. Prohibition on Unauthorized Use or Disclosure. BlueCross will neither use nor disclose GHP's Protected Health Information, except as permitted or required by the ASA and this HIPAA Agreement or in writing by GHP or as Required by Law. This HIPAA Agreement does not authorize BlueCross to use or disclose GHP's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by GHP, except as set forth in Section 1(a)(ii) of this HIPAA Agreement.
- d. Information Safeguards.

- i. Privacy of GHP's Protected Health Information. BlueCross will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of GHP's Protected Health Information. The safeguards must reasonably protect GHP's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this HIPAA Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this HIPAA Agreement.
  - ii. Security of GHP's Electronic Protected Health Information. BlueCross will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BlueCross creates, receives, maintains, or transmits on GHP's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BlueCross also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- e. Subcontractors and Agents. BlueCross will require any of its subcontractors and agents, to which BlueCross is permitted by the ASA and this HIPAA Agreement or in writing by GHP to disclose GHP's Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to GHP's Protected Health Information that are applicable to BlueCross under this HIPAA Agreement.

2. Compliance with Transaction Standards. If BlueCross conducts in whole or part electronic Transactions on behalf of GHP for which DHHS has established Standards, BlueCross will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BlueCross will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of GHP that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

3. Individual Rights.

- a. Access. BlueCross will, within Thirty (30) days following GHP's request, make available to GHP or, at GHP's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of GHP's Protected Health Information about the individual that is in BlueCross' custody or control, consistent with the requirements of 45 C.F.R. § 164.524 so that GHP may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. BlueCross shall make such information available in an electronic format where directed by GHP.
- b. Amendment. BlueCross will, upon receipt of written notice from GHP, promptly amend or permit GHP access to amend any portion of GHP's Protected Health Information, so that GHP may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. Disclosure Accounting. So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
  - i. Disclosures Subject to Accounting. BlueCross will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of GHP's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that BlueCross makes to GHP or to a third party.
  - ii. Disclosures Not Subject to Accounting. BlueCross will not be obligated to record Disclosure Information or otherwise account for the following disclosures of GHP's Protected Health Information:
    - A) That occurred before April 14, 2003;
    - B) For Treatment, Payment or Health Care Operations activities;
    - C) To an individual who is the subject of GHP's Protected Health Information disclosed, or to that individual's personal representative;
    - D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information disclosed, or by that individual's personal representative;
    - E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of GHP's Protected Health Information disclosed and for disaster relief;
    - F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
    - G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
    - H) In a Limited Data Set;

- I) Incident to a use or disclosure that BlueCross is otherwise permitted to make by the ASA and this HIPAA Agreement; and
  - J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- iii. Disclosure Information. With respect to any disclosure by BlueCross of GHP's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, BlueCross will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- A) Disclosure Information Generally. Except for repetitive disclosures of GHP's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that BlueCross must record for each accountable disclosure are the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which BlueCross made the disclosure, (iii) a brief description of GHP's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BlueCross further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
  - B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of GHP's Protected Health Information that BlueCross makes for a single purpose to the same person or entity (including GHP), the Disclosure Information that BlueCross must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
  - C) Disclosure Information for Large Research Activities. For disclosures of GHP's Protected Health Information that BlueCross makes for particular Research involving Fifty (50) or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that BlueCross must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of GHP's Protected Health Information disclosed for the Research, (iv) the dates or periods during which BlueCross made or may have made these disclosures, including the date of the last disclosure that

BlueCross made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom BlueCross made these disclosures, and (vi) a statement that GHP's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity. BlueCross will, upon request of GHP or an individual requesting the disclosure accounting, assist GHP or the individual to contact the Research sponsor and the researcher if it is reasonably likely that GHP's Protected Health Information relating to the individual was disclosed for the particular Research protocol or activity.

- iv. Availability of Disclosure Information. Unless otherwise provided by applicable laws, BlueCross will maintain the Disclosure Information for at least Six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to GHP within Sixty (60) days following GHP's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- d. Restriction Agreements and Confidential Communications. BlueCross will comply with any agreement that GHP makes that either (i) restricts use or disclosure of GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that GHP notifies BlueCross in writing of the restriction or confidential communication obligations that BlueCross must follow. GHP will promptly notify BlueCross in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BlueCross whether any of GHP's Protected Health Information will remain subject to the terms of the restriction agreement.

#### 4. Privacy Obligation Breach and Security Incidents.

##### a. Reporting.

- i. Privacy Breach. BlueCross will report to GHP any use or disclosure of GHP's Protected Health Information not permitted by the ASA and this HIPAA Agreement or in writing by GHP. In addition, BlueCross will report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. BlueCross shall cooperate with GHP in investigating the Breach and in meeting the GHP's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably

believed by BlueCross to have been, accessed, acquired, or disclosed during such Breach. BlueCross will make the report to GHP's Privacy Division not more than Twenty (20) business days after BlueCross' notice pursuant to subsection (i). BlueCross will report the following as information is available:

- A) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- B) Identify GHP's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.); and
- C) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure.

iii. Security Incidents. BlueCross will report to GHP any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of GHP's Electronic Protected Health Information or (B) interference with BlueCross' system operations in BlueCross' information systems, of which BlueCross becomes aware. BlueCross will make this report upon GHP's request, except if any such security incident resulted in a disclosure of GHP's Protected Health Information not permitted by this HIPAA Agreement, BlueCross will make the report in accordance with Section 4(a)(i) above.

b. Termination of Agreement.

- i. Right to Terminate for Breach. GHP may terminate ASA if it determines, in its sole discretion, that BlueCross has breached any provision of this HIPAA Agreement and upon written notice to BlueCross of the breach, BlueCross fails to cure the breach within Thirty (30) days after receipt of the notice. GHP may exercise this right to terminate Agreement by providing BlueCross written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in GHP's notice of termination. If for any reason GHP determines that BlueCross has breached the terms of this HIPAA Agreement and such breach has not been cured, but GHP determines that termination of the Agreement is not feasible, GHP may report such breach to the DHHS.
- ii. BlueCross may terminate Agreement if it determines, after reasonable consultation with GHP, that GHP has breached any material provision of this HIPAA Agreement and upon written notice to GHP of the breach, GHP fails to cure the breach within Thirty (30) days after receipt of the notice. BlueCross may exercise this right to terminate Agreement by providing GHP written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If



BlueCross reasonably determines that GHP has breached the terms of this HIPAA Agreement and such breach has not been cured, but BlueCross and GHP mutually determine that termination of the Agreement is not feasible, BlueCross may report such breach to the DHHS.

c. Obligations on Termination.

- i. Return or Destruction of GHP's Protected Health Information as Feasible.  
Upon termination or other conclusion of Agreement, BlueCross will, if feasible, return to GHP or destroy all of GHP's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information. BlueCross will require any subcontractor or agent, to which BlueCross has disclosed GHP's Protected Health Information as permitted by Section 1(e) of this HIPAA Agreement, to if feasible return to BlueCross (so that BlueCross may return it to GHP) or destroy all of GHP's Protected Health Information in whatever form or medium received from BlueCross, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information, and certify on oath to BlueCross that all such information has been returned or destroyed. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- ii. Procedure When Return or Destruction Is Not Feasible. BlueCross will identify any of GHP's Protected Health Information, including any that BlueCross has disclosed to subcontractors or agents as permitted by Section 1(e) of this HIPAA Agreement, that cannot feasibly be returned to GHP or destroyed and explain why return or destruction is infeasible. Where GHP agrees that such return or destruction is infeasible, BlueCross will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If GHP does not agree, subparagraph A above shall apply. BlueCross will require such subcontractor or agent to limit its further use or disclosure of GHP's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- iii. Continuing Privacy and Security Obligation. BlueCross' obligation to protect the privacy and safeguard the security of GHP's Protected Health Information as specified in this HIPAA Agreement will be continuous and survive termination or other conclusion of Agreement and this HIPAA Agreement.

- iv. Other Obligations and Rights. BlueCross' other obligations and rights and GHP's obligations and rights upon termination or other conclusion of Agreement will be those set out in the ASA.
- d. Indemnity. BlueCross will indemnify and hold harmless GHP and any GHP affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control.
  - i. Right to Tender or Undertake Defense. If GHP is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control, GHP will have the option at any time either (A) to tender its defense to BlueCross, in which case BlueCross will provide qualified attorneys, consultants, and other appropriate professionals to represent GHP's interests at BlueCross' expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BlueCross will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
  - ii. Right to Control Resolution. GHP will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that GHP may have tendered its defense to BlueCross. Any such resolution will not relieve BlueCross of its obligation to indemnify GHP under this Section 4(c).

5. General Provisions.

- a. Inspection of Internal Practices, Books, and Records. BlueCross will make its internal practices, books, and records relating to its use and disclosure of GHP's Protected Health Information available to GHP and to DHHS to determine GHP's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- b. Definitions. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health

Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this HIPAA Agreement, GHP's Protected Health Information encompasses GHP's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

- c. Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BlueCross' use or disclosure of GHP's Protected Health Information or Standard Transactions, the Agreement and this HIPAA Agreement will automatically amend such that the obligations imposed on BlueCross remain in compliance with the final regulation or amendment to final regulation.
- d. Other Acceptable Forms of this HIPAA Agreement. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, or an electronic version.
- e. Communications. Member requests or other communications or notices required or contemplated by this HIPAA Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

**BlueCross BlueShield of Tennessee, Inc.**

Privacy Office 1.4  
1 Cameron Hill Circle  
Chattanooga, TN 37402  
Telephone: 888-455-3824

Member requests or other communications or notices shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; or as of Three (3) business days after the date of mailing.

- 6. Conflicts. The terms and conditions of this HIPAA Agreement will override and control any conflicting term or condition of the ASA. All non-conflicting terms and conditions of the ASA remain in full force and effect.

IN WITNESS WHEREOF, GHP and BlueCross execute this HIPAA Agreement in multiple originals to be effective on the last date written below.

**BLUECROSS BLUESHIELD OF TENNESSEE, INC.**

**TOWN OF ASHLAND CITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 101 Court Street  
Ashland, TN 37015  
Employer ID No. 62-6000239  
\_\_\_\_\_



Town of Ashland City

# Summary Plan Description

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

## Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

1. Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
2. Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination\_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-565-9140 (رقم هاتف الصم والبكم: 800-848-0298-1)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ໂປດສາວ: ຖ້າ ງ່າ ງ ທ ຸ ງ ມ ງ ດ ັ ງ ພາສາ ລາວ, ການ ບ ັ ງ ການ ຊ ັ ງ ອ ຍ ຕ ຫ ັ ງ ອ ດ ັ ງ ພາສາ, ໂດຍ ບ ັ ງ ເ ສ ັ ງ ບ ັ ງ ັ ງ, ຄ ມ ັ ງ ບ ັ ງ ອ ມ ັ ງ ທ ັ ງ ັ ງ. ໂທ ສ 1-800-565-9140 (TTY: 1-800-848-0298).

ማለታወቅ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች፣ በነጻ ሊያገለግሉት ተዘጋጅተዋል፡ ወደ ሚኒተሎ ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298) まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

-توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hólq, kojí' hódíílnih 1-800-565-9140 (TTY: 1-800-848-0298).

**NOTICE**

**PLEASE READ THIS SUMMARY PLAN DESCRIPTION CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUE CROSS BLUE SHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS HRA PLAN, PLEASE CONTACT:**

**CUSTOMER SERVICE DEPARTMENT  
BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.  
THIRD-PARTY ADMINISTRATOR  
1 CAMERON HILL CIRCLE  
CHATTANOOGA, TENNESSEE 37402-2555  
(800) 565-9140**



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## INTRODUCTION

Your employer (“Plan Administrator” or “Employer”) has established a Health Reimbursement Arrangement (“HRA Plan”) for You. Details of the HRA Plan are outlined in this Summary Plan Description (“SPD”).

Read this SPD carefully so that You understand the provisions of the HRA Plan and the benefits You will receive. You need to be fully informed before and during Your enrollment in the HRA Plan. You should direct any questions You have to the Plan Administrator, which is the Employer, who is identified in the “Administrative Information” section. There is an HRA Plan Document on file that contains more detail than this SPD, and that You may review upon request. In the event there is a conflict between this SPD and the HRA Plan Document, the HRA Plan Document will control. Also, if there is a conflict between the Administrative Services Agreement (“ASA”) between the Third-Party Administrator and the Employer and either the HRA Plan Document or this SPD, the ASA will control.

## GENERAL INFORMATION ABOUT THIS HRA PLAN

### Who is the Plan Administrator?

The Employer is the Plan Administrator and the named Plan fiduciary for the HRA Plan. BlueCross BlueShield of Tennessee, Inc. is the Third-Party Administrator for the HRA Plan. As the Third-Party Administrator, BlueCross BlueShield of Tennessee, Inc. processes and pays HRA Plan claims on behalf of the Employer.

### What is the purpose of the HRA Plan?

The purpose of the HRA Plan is to reimburse, up to certain limits, Eligible Medical Expenses on behalf of HRA Plan Members. Reimbursements for Eligible Medical Expenses paid by the HRA Plan generally are excludable from taxable income.

### Who can participate in the HRA Plan?

Any Subscriber in Employer’s health plan (“Health Plan”) is eligible to participate in this HRA Plan. Any Covered Dependents of the Employee (except domestic partners) are also eligible to participate. The Employer shall make final eligibility determinations.

### What benefits are offered through the HRA Plan?

Before the start of each Benefit Period, Employer will determine a maximum HRA Allocation amount that may be credited during that Benefit Period to the HRA Account. The HRA Allocation will be reduced by any amount paid to You, or for Your benefit, for Eligible Medical Expenses.

### Are there any limitations on benefits available from the HRA Plan?

Only Eligible Medical Expenses are Covered by the HRA Plan. Employer or Third-Party Administrator can provide You with more information about which expenses are eligible for reimbursement.

### How do I become a Subscriber?

Employees who meet eligibility requirements are eligible Employees and may become Subscribers in this HRA Plan.

### What if Your employment terminates during the Benefit Period?

If Your employment, or coverage under the Health Plan, terminates during the Benefit Period, participation in this HRA Plan terminates unless You elect COBRA or State Continuation Coverage for the Health Plan and the HRA Plan. Any Eligible Medical Expenses incurred prior to the termination date are reimbursable, up to the account balance in the HRA Account. You must still comply with the

reimbursement request procedures required under the HRA Plan. Any unused portions will be unavailable after termination of employment.

### **COBRA – CONTINUATION COVERAGE**

If Your Coverage under this HRA Plan terminates for reasons set forth in the law, Employer may be required to offer You the right to continue coverage. This right is referred to as “Continuation Coverage” and may occur for a limited time subject to the terms of this SPD, and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or according to Tennessee state law (“State Continuation Coverage”). If You are eligible for Continuation Coverage, You may elect either COBRA or State Continuation coverage in accordance with the terms of the HRA Plan and any applicable law, but not both.

If You and Your Covered Dependents are enrolled under this HRA Plan at the time a Qualifying Event occurs, then You or Your Covered Dependents may be entitled to continue coverage under this HRA Plan. You and Your Covered Dependents will be able to elect Continuation Coverage under this HRA Plan in the same manner and under the same time restrictions and notice requirements set forth in the Health Plan.

#### **Will I have any administrative costs under the HRA Plan?**

You may incur administrative costs if you are enrolled in the HRA Plan through COBRA or State Continuation.

#### **How long will the HRA Plan remain in effect?**

Although Employer expects to maintain the HRA Plan indefinitely, Employer has the right to terminate the HRA Plan at any time. Employer also reserves the right to amend the HRA Plan at any time and in any manner that it deems reasonable, in its sole discretion.

#### **Are my benefits taxable?**

The HRA Plan is intended to meet certain requirements of existing federal tax laws, making benefits that Subscribers and Members receive under the HRA Plan generally not taxable to the Subscriber. However, Employer cannot guarantee the tax treatment to any given Subscriber, since individual circumstances may produce differing results. If there is any doubt, consult Your own tax adviser.

#### **What happens if Your claim for benefits is denied?**

If Your claim for benefits is denied, then You have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for benefits under the HRA Plan are the same as those in Your Health Plan.

## DEFINITIONS

Defined terms are capitalized. If a word is capitalized in this SPD, but it is not defined below, that word takes on the definition in the Medical Plan.

1. **Benefit Period** – Plan Year under which the Members’ benefits are administered and also refers to the initial Benefit Period of July 1, 2020 to June 30, 2021, as appropriate.
2. **Covered Dependent** - A Subscriber’s family members who: (1) meet the eligibility requirements of this SPD; and (2) has been enrolled for Coverage.
3. **Covered Services, Coverage or Covered** – Those services and supplies that are Covered under the Health Plan.
4. **Eligible Medical Expenses** – Benefits payable from Your HRA Plan that are Covered by Your Health Plan. Eligible Medical Expenses are expenses listed in Section 213 of the Internal Revenue Code. Eligible Medical Expenses:
  - Must not be paid or reimbursed from another source.
  - Must be incurred by You or Your Covered Dependent.
  - Must be incurred during the Benefit Period for which Your election is made.
  - Must be incurred while You are a Subscriber in the HRA Plan.
5. **Eligible Prescription Drug Expenses** – Prescription Drug benefits payable from Your HRA Plan that are Covered Services.
6. **Embedded Medical Deductible** – An embedded (per-person) medical deductible is an individual deductible level within a family contract. When one family member meets the individual medical deductible limit, benefits become available under the medical plan for that individual.
7. **Employee** - A person who fulfills all eligibility requirements established by Employer.
8. **Employer** – The sponsoring Employer listed in the Administrative Information section. A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with Third-Party Administrator to provide Coverage to its Employees and their eligible dependents.
9. **Enrollment Form** – A form or application, that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the HRA Plan. The form or application may be in paper form, or electronic, as determined by the Plan Administrator or Third-Party Administrator.
10. **Health Reimbursement Arrangement (“HRA”)** – An arrangement funded by the Employer with money You can use to pay Eligible Medical Expenses.
11. **HRA Account** – Keeps a record of the amounts available for reimbursement of Eligible Medical Expenses. It is merely a recordkeeping account; it is not funded (all reimbursements are paid from the general assets of Employer) and it does not bear interest or accrue earnings of any kind.
12. **HRA Allocation** – An amount Employer sets aside for Your HRA Account. Details concerning the HRA Allocations can be found in the Schedule of Benefits.
13. **Member** - Any person enrolled as a Subscriber or Covered Dependent under the Health Plan and the HRA plan.

14. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in the Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The Third-Party Administrator or Plan Administrator may require proof that HRA dollars were used for Eligible Medical Expenses.
15. **Member Pays First** – The employee/family pays a specified deductible for HRA reimbursable expenses before HRA funds can be used.
16. **Open Enrollment Period** – Those periods of time established by the HRA Plan during which eligible Employees and their dependents may enroll as Members.
17. **Plan Year** - The period of time beginning at 12:00 A.M. on July 1, 2020 and ending 11:59 P.M. on June 30, 2021.
18. **Qualifying Events** – Certain types of events that would cause, except under the application of COBRA or State Continuation Coverage rules, an individual to lose his or her health insurance coverage.
19. **Shared HRA** – A Shared HRA allows each member of a family to be reimbursed from the HRA allocation up to the full HRA allocation amount. It also requires that the full HRA Member Pays First amount be satisfied before any family members can access the shared HRA allocation.
20. **You/Your** - Any person enrolled as a Member.

### ELIGIBILITY

Any Member of the Health Plan administered by BlueCross is eligible to enroll in the HRA Plan. To enroll in the HRA Plan, You must complete an Enrollment Form, and give it to Employer.

If there is any question about whether a person is eligible for the Health Plan or the HRA Plan, the Employer shall make final eligibility determinations.

### ENROLLMENT

Eligible Employees may enroll in the HRA Plan as set forth in this section. No person is eligible to re-enroll if the HRA Plan Member was previously terminated for cause. You may enroll only if You are also enrolled in the Health Plan.

#### A. Initial Enrollment Period

Eligible Employees may enroll in the HRA Plan within the first Thirty-One (31) days after becoming eligible for the HRA Plan. The Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during this initial enrollment period.

#### B. Open Enrollment Period

Eligible Employees shall be entitled to apply for the HRA Plan for themselves and their eligible dependents during the Open Enrollment Period for the Health Plan. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during the Open Enrollment Period. Employees who become eligible for the HRA Plan other than during an Open Enrollment Period may apply for the HRA Plan during a subsequent Open Enrollment Period.

#### C. Adding Dependents

If a Subscriber in the HRA Plan adds an eligible dependent under the Health Plan, that dependent's Eligible Medical Expenses are automatically eligible under the HRA Plan.

### WHEN COVERAGE BEGINS

If You are eligible and have enrolled, Your enrollment in the HRA Plan shall become effective on the earliest of the following dates:

#### A. Effective Date of the HRA Plan

Your enrollment shall be effective on the effective date of the HRA Plan, if all eligibility requirements are met as of that date; or

#### B. Enrollment During an Open Enrollment Period

Your enrollment shall be effective on the same date as Coverage under the Health Plan, following the Open Enrollment Period, unless otherwise agreed to by Employer; or

#### C. Enrollment During an Initial Enrollment Period

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan; or

#### D. Newly Eligible Employees

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan.



**E. Enrollment of Newly Eligible Dependents**

Employees should follow the same procedure to enroll dependents in the HRA Plan as is described in the Health Plan. If Your status changes from individual to family, Your HRA Allocation may be prorated. This is determined by Employer.

**TERMINATION**

If Your Employer terminates the HRA Plan, You may ask for reimbursement for Eligible Medical Expenses incurred before the HRA Plan terminated. You must submit those claims to BlueCross within 180 days after the HRA Plan termination date. BlueCross will not process any claim submitted more than 180 days after the date the HRA Plan terminated.

In some cases, Your Employer and BlueCross may agree on a different process (which may include a different time period) for submitting claims after the HRA Plan has terminated. You will be notified if a different process is established.

Regardless, expenses You incur after the HRA Plan terminated are not eligible for reimbursement.

You may contact your Employer or BlueCross if you have any questions about your right to reimbursement after the HRA Plan terminates.

**NOTIFICATION OF CHANGE IN STATUS**

Members must notify Employer of any eligibility or status changes for themselves or Covered Dependents; see Your Health Plan for more information.

**SUBROGATION AND RIGHT OF REIMBURSEMENT**

**A. Subrogation Rights**

The HRA Plan assumes and is subrogated to Your legal rights to recover any payments the HRA Plan makes on Your behalf, when Your illness or injury resulted from the action or fault of a third party. The HRA Plan's subrogation rights include the right to recover the reasonable value of prepaid services rendered by Network Providers.

The HRA Plan has the right to recover any and all amounts equal to the HRA Plan's payments from:

1. the insurance of the injured party;
2. the person or company (or combination thereof) that caused the illness or injury, or their insurance company; or
3. any other source, including uninsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The HRA Plan's recovery will not be reduced by Your negligence, nor by attorney fees or costs You incur.

**B. Priority Right of Reimbursement**

Separate and apart from the HRA Plan's right of subrogation, the HRA Plan shall have first lien and right to reimbursement subject only to the subrogation rights of the Health Plan. The HRA Plan's first lien supersedes any right that You may have to be "made whole." In other words, the HRA Plan is entitled to the right of first reimbursement out of any recovery You might procure regardless of whether You have received compensation for any of Your damages or expenses, including Your attorneys' fees or costs, subject only to the subrogation rights of the Health Plan.

This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. In addition, You agree to do nothing to prejudice or oppose the HRA Plan's right to subrogation and reimbursement and You acknowledge that the HRA Plan precludes operation of the "made-whole," "attorney-fund," and "common-fund" doctrines. You agree to reimburse the HRA Plan 100% first for any and all benefits provided through the HRA Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
2. Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured motorist coverage;
3. Business and homeowner medical liability insurance coverage or payments; or
4. Any other source.

The HRA Plan may notify those parties of its lien and right to reimbursement without notice to or consent from You or other Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for damages, including, but not limited to, pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees or costs you incur.

The HRA Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

#### **Notice and Cooperation**

You are required to notify Employer promptly if You are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Employer to protect the HRA Plan's rights under this section. Members are also required to cooperate with Employer and to execute any documents that Employer deems necessary to protect the HRA Plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the HRA Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the HRA Plan to withhold any and all benefits due You under the HRA Plan. This is in addition to any and all other rights that the HRA Plan has pursuant to the provisions of the HRA Plan's subrogation rights and/or priority right of reimbursement.

If the HRA Plan files suit, or otherwise litigates to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the HRA Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

#### **Legal Action and Costs**

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the HRA Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the HRA Plan. The HRA

Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the HRA Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the HRA Plan.

**Settlement or Other Compromise**

You must notify Employer prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the HRA Plan's rights so that the HRA Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The HRA Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against you.

**The right of subrogation and the right of reimbursement are based on the HRA Plan language in effect at the time of judgment, payment or settlement.**

The HRA Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

**Subcontractor's Rights**

Any party that performs any or all of the HRA Plan's duties is also entitled to its rights of reimbursement.

## HOW THE HRA PLAN WORKS

Each Benefit Period Employer allocates money to the HRA Plan that You may use for Eligible Medical Expenses. Throughout the Benefit Period You can use the money in your HRA Account to pay for Eligible Medical Expenses that apply to Your Deductible or Coinsurance.

As long as there is money in your HRA Account, You can be reimbursed for any required expenses, such as Deductible or Coinsurance You pay out of Your pocket for Eligible Medical Expenses. If You use all of the money in Your HRA Account, You pay the rest of Your Deductible and other out-of-pocket expenses directly.

## REIMBURSEMENT ORDER

**Member Pays First Dollar:** You pay the initial Health Plan Deductible amount (as described in the “Member Pays First” section of the Schedule of Benefits located in the back of this SPD) established by Employer. Your HRA Plan reimburses 100% Eligible Medical Expenses up to the point at which the HRA Allocation is exhausted.

## REIMBURSEMENT METHOD

**Automatic Reimbursements.** With Automatic Reimbursement, when You use a Network Provider, Your Network Provider will submit a claim to the Third-Party Administrator. The Third-Party Administrator will process the claim in accordance with Your Health Plan and pay the Network Provider any HRA amount that applies. You will receive an explanation of benefits (“EOB”) form showing how payment was applied. If Your HRA Plan applies to prescription drugs, You will need to pay for Your prescriptions out-of-pocket, and the HRA Plan will reimburse You without Your filing a claim for reimbursement.

This Shared HRA is paired with an Embedded Medical Deductible. While there are individual limits on the medical deductible, there are no individual limits within the family HRA. One family member or a combination of family members can use the entire family HRA Allocation amount. Likewise, the HRA Member Pays First family limit must be met by one family member or a combination of family members before the HRA Allocation becomes available for the family.

## COORDINATION OF BENEFITS

Coordination of Benefits was established as a method by which two or more carriers or plans could coordinate their respective benefits so the total benefit paid does not exceed 100% of the total allowable expenses incurred. If You are Covered by only Employer’s Health Plan, the Health Plan will pay primary and the HRA Plan will pay as part of the primary benefits. If You are covered by other health plan coverage(s), those coverages should pay before this HRA Plan pays. The Third-Party Administrator will coordinate between the plans, if Third-Party Administrator knows You have other coverage.

If Your HRA Plan has automatic reimbursement, You must notify Third-Party Administrator if You have other coverage and request that automatic reimbursement be turned off to allow the other health plan coverage(s) to pay or the plans will not pay in the appropriate order.

## CLAIMS SUBSTANTIATION

Employer or Third-Party Administrator can require that You provide documentation proving the claim is for an Eligible Medical Expense. Your documentation must set forth:

1. the individual(s) on whose behalf Eligible Medical Expenses have been incurred; and
2. the nature and date of the Eligible Medical Expenses so incurred; and

3. the amount of the requested reimbursement.

The documentation must be accompanied by bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the Eligible Medical Expenses have been incurred and the amounts of such Eligible Medical Expenses, together with any additional documentation that the Employer or Third-Party Administrator may request.

### **GRIEVANCE PROCEDURE**

If You have a dispute under this HRA Plan, You will follow the same grievance procedure that is described in Your Health Plan.

### **MISCELLANEOUS PROVISIONS**

#### **Effect of HRA Plan on Your Employment Rights**

The HRA Plan is not to be construed as giving You any rights against the HRA Plan except those expressly described in this SPD. The HRA Plan is not a contract of employment between You and Employer.

#### **Prohibition Against Assignment of Benefits**

No benefit payable at any time under this HRA Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

#### **Overpayments or Errors**

If there is an error in administering reimbursements under this HRA Plan, additional reimbursements may be provided or overpayments may be recovered from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this HRA Plan.

If You do not refund the overpayment, the HRA Plan and the Employer reserve the right to offset future reimbursement equal to the overpayment or, if that is not feasible, to withhold such funds from Your pay.

#### **Independent Licensee of the BlueCross BlueShield Association**

BlueCross BlueShield of Tennessee, Inc. is an independent corporation operating under a license from the BlueCross BlueShield Association ("Association"). That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

### ADMINISTRATIVE INFORMATION

Employer administers the HRA Plan and has the discretionary authority to interpret all HRA Plan provisions and to determine all issues arising under the HRA Plan, including issues of eligibility, Coverage, and benefits. Employer's failure to enforce any provision of this HRA Plan shall not affect its right to later enforce that provision or any other provision of the HRA Plan. Employer may delegate certain duties to agents.

**Name of Plan:** Town of Ashland City Group Health Reimbursement Arrangement Plan

**Sponsoring Employer:** Town of Ashland City

**Employer:** Town of Ashland City

**Contact Person:** Sandy Cannon

**Employer's Telephone Number:** (615) 792-4211, Ext. 228

**Employer's Employer Identification Number (EIN):** 62-6000239

**Employer's Address:** 101 Court Street, Ashland, TN 37015

**Plan Number:** 501

**Plan Year:** July 1 through June 30

**Agent for Service of Process:** Service may be made on Employer at the address listed above.

The financial records of the HRA Plan are kept on a Plan Year basis. The Plan Year ends on each June 30.

**Type of Plan:** This HRA Plan is a component plan of the Employer's Health Plan and is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Code and the regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45.

**Type of Administration:** The Employer pays applicable benefits from the general assets of the Employer.

**Funding:** The HRA Plan is paid for by the Employer out of the Employer's general assets. There is no trust or other fund from which benefits are paid.

**SCHEDULE OF BENEFITS**

**Group Name:** Town of Ashland City

**Group Number:** 125011

**Effective Date:** July 1, 2020

Your HRA Plan will reimburse Deductible or Coinsurance. Reimbursement is made as detailed below:

<b>Reimbursement Order for HRA Allocation July 1, 2020 to June 30, 2021</b>	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Member Pays First:	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00
	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Plan Pays Next:	\$4,900.00	\$9,800.00	\$9,800.00	\$9,800.00
<b>This HRA Plan reimburses 100% of Eligible Medical Expenses per claim up to when the HRA Allocation is depleted after You pay an initial Health Plan deductible amount established by the Employer.</b>				



BlueCross BlueShield of Tennessee  
1 Cameron Hill Circle | Chattanooga, TN 37402  
[bcbst.com](http://bcbst.com)



**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO  
WRITE-OFF DELINQUENT WATER ACCOUNTS RECIEVABLES**

**WHEREAS**, the Town of Ashland City distributes water and collects sewage from the local business and residential community; and,

**WHEREAS**, the Town of Ashland City has on its books' numerous delinquent accounts for water and sewer fees which have been assessed and are over 180 days past due; and,

**WHEREAS**, the Mayor and Council recognize that the ability to effectively collect on outstanding accounts has become cumbersome activity, and the likelihood of collecting is extremely minimal; and,

**WHEREAS**, it is the desire of the Mayor and Council to clean up the financial records and books to avoid the carry-over of accounts receivables as available revenue, which stand a minimal possibility of collection; and

**WHEREAS**, the Mayor and Council have determined that writing-off the delinquent accounts totaling \$\_\_\_\_\_ which are over 180 days old and have been turned over to a collection agency would clear up the books and financial records of the City.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, to hereby authorize the City Recorder to take whatever action is deemed appropriate to remove as available revenue from the financial books and records for the Town of Ashland City those accounts which have been turned over to a collection agency due to non-payment.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of June, 2020 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

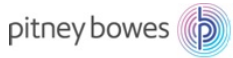
Voting in Favor \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Kellie Reed



# State and Local Fair Market Value Lease

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Agreement Number

## Your Business Information

**Full Legal Name of Lessee / DBA Name of Lessee**

TOWN OF ASHLAND CITY TN

**Tax ID # (FEIN/TIN)**

626000239

**Sold-To: Address**

101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

**Sold-To: Contact Name**

Becky Cohen

**Sold-To: Contact Phone #**

6157924211

**Sold-To: Account #**

0013119769

**Bill-To: Address**

101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

**Bill-To: Contact Name**

Becky Cohen

**Bill-To: Contact Phone #**

6157924211

**Bill-To: Account #**

0013119769

**Bill-To: Email**

rcohen@ashlandcity.tn.gov

**Ship-To: Address**

101 COURT ST, ASHLAND CITY, TN, 37015-1700, US

**Ship-To: Contact Name**

Becky Cohen

**Ship-To: Contact Phone #**

6157924211

**Ship-To: Account #**

0013119769

**PO #**

## Your Business Needs

Qty	Item	Business Solution Description
1	SPMAILSTATION	SendPro Mailstation
1	DMMRK	Return Kit for MailStation
1	HZ00	SendPro Mailstation with 5 lb Scale
1	PTJ1	SendPro Online
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

## Your Payment Plan

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 25.79	\$ 77.37

*\*Does not include any applicable sales, use, or property taxes which will be billed separately.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

Pitney Bowes Signature  
Print Name  
Title  
Date

**Sales Information**

Ted Delia ted.delia2@pb.com

Account Rep Name Email Address PBGFS Acceptance