



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### April 01, 2025, 6:00 PM

### Agenda

**Mayor:** Gerald Greer

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

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

1. March 4, 2025, Regularly Schedule Workshop Minutes

#### **PUBLIC FORUM**

#### **REPORTS**

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

#### **UNFINISHED BUSINESS**

- [15.](#) ORDINANCE 634: Rezone 111 Boyd Street - 2nd Reading
- [16.](#) ORDINANCE 635: Rezone 570 Main Street - 2nd Reading
- [17.](#) ORDINANCE 636: Rezone 113 Ruth Drive - 2nd Reading
- [18.](#) ORDINANCE 637: Standard Speed Limit in Ashland City
- [19.](#) ORDINANCE 638: Standards for approving speed bumps

#### **NEW BUSINESS**

20. RESOLUTION 2025-17: Naming the New Courtroom
- [21.](#) RESOLUTION 2025-18: Cheatham County Rodeo Donation
- [22.](#) U.S. Army Corps of Engineers Contract Renewal - Parks Department
- [23.](#) Clarke Power Gen Contract - Fire Department

[24.](#) MG Group - Renewal Contract - Auditors

[25.](#) RESOLUTION 2025-19 - Mid-Cumberland Transportation Agreement.

26. Painting Quotes - Senior Center

27. ORDINANCE 639: Budget Amendment \$21,000.00 for a new patrol car

28. Award the Industrial Water Tank bid

### **SURPLUS PROPERTY NOMINATIONS**

### **EXPENDITURE REQUESTS**

### **OTHER**

29. RESOLUTION 2025-20: Re-Imburse Funds to the Enterprise Account.

### **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.*

**ORDINANCE NO. 634**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 005.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP S, LOCATED AT 111 BOYD STREET**

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

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

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

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

The parcel included on Tax Map 055C, Group S, Parcel 005.00, located at 111 Boyd Street be rezoned from R-3 (Medium-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

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

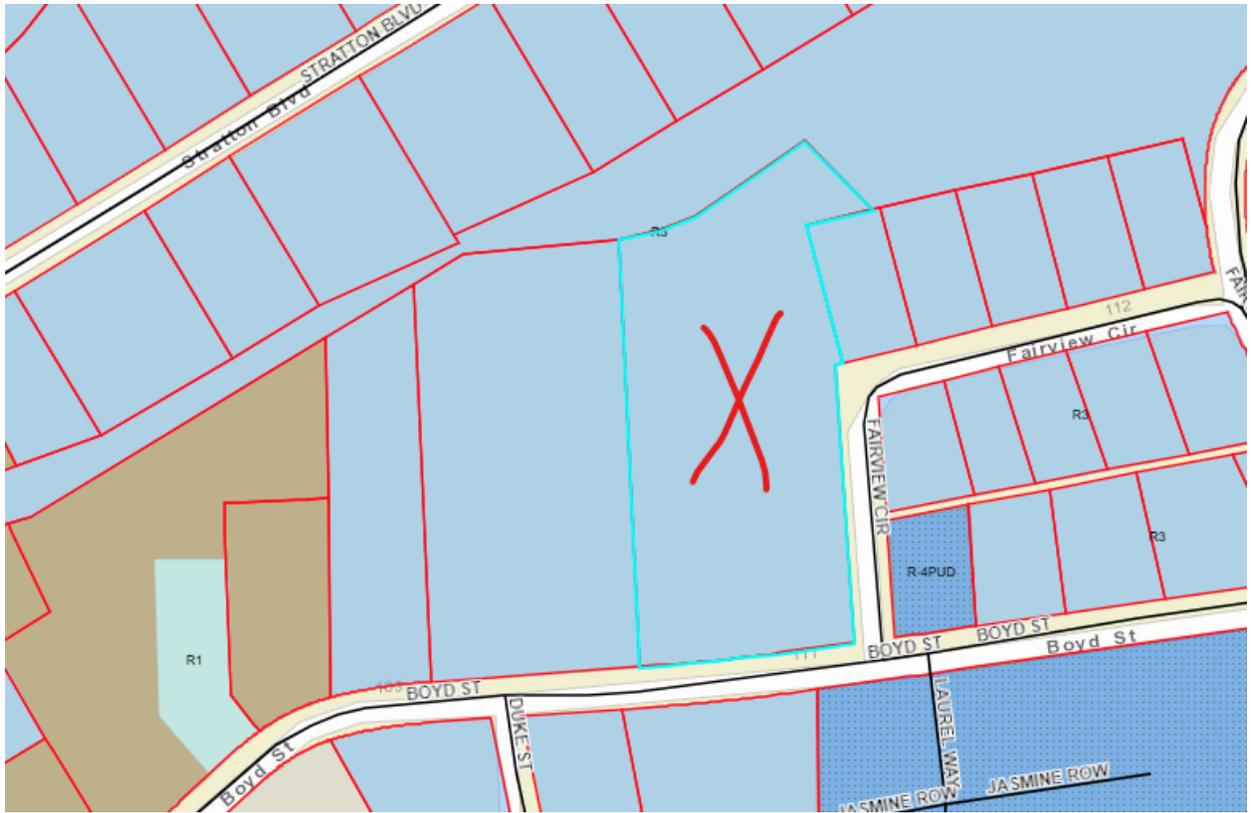
Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**ORDINANCE NO. 635**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 004.01 OF CHEATHAM COUNTY TAX MAP 055F, GROUP H, LOCATED AT 570 S MAIN ST**

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

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

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

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

The parcel included on Tax Map 055F, Group H, Parcel 004.01 located at 570 S Main Street be rezoned from R-3 PUD (Medium-Density Residential Planned Unit Development) to the R-3 (Medium-Density Residential District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-3 is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**ORDINANCE NO. 636**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP L, LOCATED AT 113 RUTH DRIVE**

**WHEREAS**, said portion of property requested to be rezoned from R-3 DOD, Medium-Density Residential Downtown Overlay District, to C-2 DOD, Commercial Highway Service Downtown Overlay District, is located in the corporate limits of the Town of Ashland City; and

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

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

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

The parcel included on Tax Map 055C, Group L, Parcel 020.00 located at 113 Ruth Drive be rezoned from R-3 DOD (Medium-Density Residential Downtown Overlay District) to the C-2 DOD (Commercial Highway Service Downtown Overlay District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned C-2 DOD is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**ORDINANCE 637**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND TITLE 15, CHAPTER 3, SECTION 301.**

**WHEREAS** due to increased traffic and safety concerns, the Town wishes to reduce the standard speed limit from 30 miles per hour to 25 miles per hour unless otherwise posted;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** that Title 15, Chapter 3, Section 301 shall be amended to change the standard speed limit from 30 miles per hour to 25 miles per hour. The remainder of Title 15, Chapter 3, Section 301 shall remain the same.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

## ORDINANCE 638

### **AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH ELIGIBILITY REQUIREMENTS FOR INSTALATION OF SPEED BUMPS.**

**WHEREAS** citizens and residents of the Town of Ashland City request for speed bumps in their neighborhoods for the regulation of speeding and traffic; and

**WHEREAS** the Town wants to establish eligibility requirements for speed bumps that are requested by citizens and residents; and

**WHEREAS** the Municipal Code provides under Title 15 of the Municipal Code for regulations for Motor Vehicles, Traffic and Parking; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 15, Chapter 1 shall be amended to add a new section known as Chapter 15-122 which shall be as follows:

#### **15-122.**

##### **Eligibility Requirements for speed bumps**

All of the following criteria should be satisfied for a street to be considered eligible for speed bump installation.

1. A petition from the residents and business owners documenting that at least 75 percent of all households and businesses in the project area (which includes streets that traffic may be diverted to) support the installation of speed bumps on the identified street. All residents within the project area should be presented with the opportunity to sign the petition.
2. A verification statement from the contact person confirming that the signatures on the speed bump petition are valid and represent at least 75 percent of the households/businesses adjacent in the project area.
3. A statement from the neighborhood association (if there is one) endorsing speed bump installation on the project street. The statement must be presented at a meeting of the neighborhood association or organization.

Upon receipt of the Petition, the matter will be reviewed by the police department, public works department and City council to determine if speed bumps will be installed. The city council may on its own initiative have speed bumps installed for areas where they feel it is necessary for the safety and traffic control of the area.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Recorder



# RIDE 'EM & ROPE 'EM



## CHEATHAM COUNTY RODEO

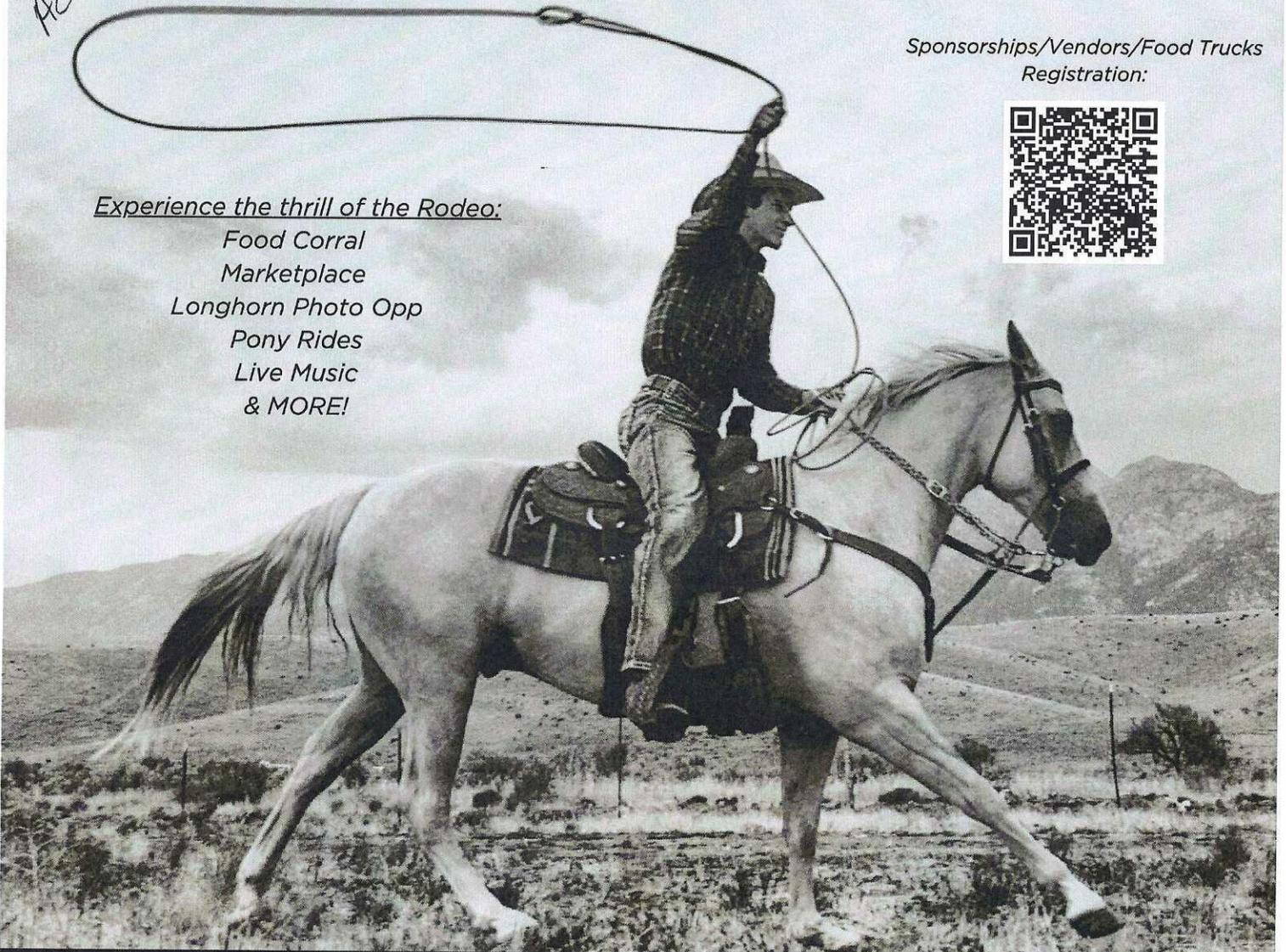
870 FAIRGROUNDS RD,  
ASHLAND CITY, TN

Sponsorships/Vendors/Food Trucks  
Registration:



*Experience the thrill of the Rodeo:*

- Food Corral
- Marketplace
- Longhorn Photo Opp
- Pony Rides
- Live Music
- & MORE!



**MAY 23 & 24**  
**FRI & SAT**

**GATES OPEN 6PM**  
**MUTTON BUSTIN 7PM**  
**RODEO 7:30PM**

**ADULTS (12+): \$20**  
**VETS & SENIORS: \$18**  
**AGES 4-11: \$15**  
**AGES 3 UNDER: FREE**

615-792-6722

www.cheathamchamber.org



Rafter M Rodeo Company

RESOLUTION 2025-18

**AN RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO DONATE \$ 750.00 TO THE CHEATHAM COUNTY RODEO THAT WILL BE HELD AT THE CHEATHAM CUNTY FAIRGROUNDS.**

**WHEREAS** The Cheatham County chamber will hold Rodeo Event. It is the Ride 'Em & Rope 'Em Cheatham County Rodeo; and

**WHEREAS** the event will take place on Friday, May 23,2025 and Saturday, May 24, 2025, at 870 Fairgrounds Rd, Ashland City, Tennessee; and

**WHEREAS** they will include the experience of the rodeo, have a food corral, marketplace, Longhorn photo opportunity, Pony rides, live music, and more; and

**WHEREAS** the admission will be (12+) \$20.00, vets and seniors \$18.00, Ages 4-11 \$15.00, Age 3 and under FREE and doors will open at 6 PM.

**WHEREAS** the Cheatham County Chamber is asking for a donation of \$ 750.00 for the event.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPROVE THE DONATION OF \$700.00 FOR THE RODEO EVENT.**

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

\_\_\_\_\_  
City Recorder Mary Molepske



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NASHVILLE DISTRICT  
110 9<sup>TH</sup> AVENUE SOUTH, ROOM A-405  
NASHVILLE, TN 37203-3817

Real Estate Division

MAR 19 2025

Honorable Gerald Greer  
Mayor, Ashland City  
P.O. Box 36  
Ashland City, Tennessee 37015

Dear Mayor Greer:

An on-site compliance inspection of Lease, W912P5-1-04-0193, Riverbluff Park, was conducted on August 6, 2024 to determine if your organization is managing the lease site in accordance with the terms and conditions.

Enclosed is copy of the ENG Form 3131 (inspection report) for your records. All findings from the inspection are listed on the report. All deficiencies, unless otherwise noted for submission of plan to correct, should be corrected within thirty (30) days of receipt of this letter and this office should be notified in writing when the corrections have been completed.

A follow-up inspection will be conducted to determine if the issues have been corrected. If there are any questions in this regard, please contact Mr. Jamie Summers of my office at (615) 736-2395 or [Jamie.r.summers@usace.army.mil](mailto:Jamie.r.summers@usace.army.mil) your continued cooperation is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Mary C. Keith".

Mary C. Keith  
Chief, Real Estate  
Real Estate Contracting Officer

Enclosures

U.S. Army Corps of Engineers  
**REPORT OF COMPLIANCE INSPECTION OF ARMY AND AIR FORCE PROPERTY OCCUPIED UNDER  
 LEASE, LICENSE, EASEMENT OR PERMIT**

For use of this form see ER 405-1-12; the proponent agency is CERE-MM.

1. LOCATION CHEATHAM LOCK and DAM PROJECT		2. DATE OF INSPECTION 8/06/2024	
3. PROPERTY NAME OR DESCRIPTION Town of Ashland City Tract(s) E-514-1, E-514-2, E-515, E-516-E, & E-517-E 8.7 acres fee, 1.1 acres FE.			
4. NAME OF LESSEE, LICENSE, USER OR PERMITTEE Honorable Gerald Greer, Town of Ashland City P.O. Box 36, 101 Court Street Ashland City, Tennessee 37015			
5. INSTRUMENT		6. INTEREST OR RIGHT GRANTED	
a. TYPE <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LICENSE <input type="checkbox"/> PERMIT		Public Park & Recreation lease	
b. NUMBER W912P5-1-04-0193			
c. EFFECTIVE DATE 2004/02/28	d. EXPIRATION DATE 2024/02/27		
7. ANNUAL RENTAL N/A		8. COMPLIANCE WITH TERMS <input type="checkbox"/> SATISFACTORY <input checked="" type="checkbox"/> UNSATISFACTORY	
9. RECOMMENDATIONS AND REMARKS Your current lease expired on February 27, 2024. The Cheatham Resource Managers office should be in contact to assist you in gathering the information needed to renew your lease.  The on-site inspection and review of our file revealed the following:  DEFICIENCIES:  In accordance with Condition "5. DEVELOPMENT PLANS" of your lease: - Submittal of your annual development plan is required.  In accordance with Condition "7. APPLICABLE LAWS AND REGULATIONS" of your lease. - Submittal of your annual ADA/Water and Sanitary Systems form is required. (Enclosed)  In accordance with Condition "12 ACCOUNTS, RECORDS AND RECEIPTS" of your lease. - Submittal of your Annual Statement of Receipts and Expenditures is required.  In accordance with Condition "16 INSURANCE" of your lease. - Submittal of your annual Certificate of Insurance or statement of self-insurance is required  Lessee appears to be operating within their designated lease area.			
10a. INSPECTOR'S PRINTED NAME Jamie Summers	b. DATE 2024-08-08	c. SIGNATURE SUMMERS.JAMIE.R.1270978106 <small>Digitally signed by SUMMERS.JAMIE.R.1270978106 Date: 2024.08.22 08:08:52 -05'00'</small>	

NAME OF LESSEE, LICENSE, USER OR PERMITTEE  
Honorable Gerald Greer, Town of Ashland City  
P.O. Box 36, 101 Court Street  
Ashland City, Tennessee 37015

NUMBER  
W912P5-1-04-0193

EFFECTIVE DATE  
2004/02/28

11. DISTRICT  
Nashville

12. REPORT  
 APPROVED  DISAPPROVED

13a. REAL ESTATE DIVISION CHIEF'S PRINTED NAME  
Mary C. Keith

b. DATE

18 Mar 25

c. SIGNATURE

Mary Keith











**ASSURANCE OF COMPLIANCE  
WITH THE  
AMERICANS WITH DISABILITIES ACT  
AND  
LAWS AND REGULATIONS PERTAINING TO WATER AND SANITARY SYSTEMS**

**LESSEE: Ashland City/Riverbluff Park  
Lease NO. W912P5-1-04-0193  
Project: Cheatham Lock and Dam Project  
County & State: Cheatham, Tennessee**

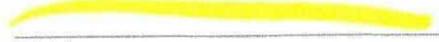
**Condition No. 5** of your lease, Applicable Laws and Regulations, state, in part that the lessee shall comply with all applicable laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food services, water supply, sanitation, use of pesticides, and licenses or permits to do business. The lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with federal, state, and local standards. Lessee will also provide a statement of compliance with the Americans with Disabilities Act, noting any deficiencies and providing a schedule of corrections.

This document will serve as certification of assurance that the lessee hereby agrees that they will (1) comply with the requirements of Title III, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, of the American Disability Act (ADA) and the implementing regulations by the Office on the Americans with Disabilities Act, Civil Rights Division, Department of Justice (36 CFR subparts 1 to 6) and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers of Compliance Board; and (2) that you certify that all water and sanitary systems on the premises have been inspected and comply with all federal, state, and local laws. This document acts as evidence of your inspection and certification for 2024 (year of certification).

\_\_\_\_\_   
Date

\_\_\_\_\_   
Printed or Typed Name of Lessee

\_\_\_\_\_   
Signature of Lessee

\_\_\_\_\_   
Title

\_\_\_\_\_   
Address

\_\_\_\_\_   
City, State, Zip Code



# CLARKE PowerGen

Cust.

Town of Ashland City  
Attn: Chuck Walker  
233 Tennessee Waltz Parkway Suite 103  
Ashland TN 37015  
615-792-4531  
cwalker@ashlandcitytn.gov

Preventive Maintenance Agreement  
Emergency Fire Pump or Generator  
Location: Station 1  
S/N: B240314080  
M/N: C200 D6D

1- 12 Month Period of Preventive Maintenance Consisting of:

1- Annual Service	\$ 1,095.00
1- Annual & 1 Semi-Annual	\$ 1,545.00
1- Annual & 3 Quarterly	\$ 2,445.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

1 Annual Service \_\_\_\_\_  
1 Annual & 1 Semi-Annual  \_\_\_\_\_  
1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 150.00 / hr. (regular hours) - \$ 225.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

Phil Hilton  
Service Administrator  
Date: 3/19/2025  
Proposal # 21843



Cust. # 145700

Ashland City Fire Department  
Chief Walker; Fire Dept  
P.O. Box 36  
Ashland City, TN 37015  
615-792-4211 X 230  
[cwalker@ashlandcitytn.gov](mailto:cwalker@ashlandcitytn.gov)

Preventive Maintenance Agreement  
Emergency Standby Generator  
Location: **Fire Station #2**  
S/N: OLY00000CNNS00925  
M/N: D200P4-1

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 750.00
- 1- Annual & 1 Semi-Annual \$ 1,185.00
- 1- Annual & 3 Quarterly \$ 1,945.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service \_\_\_\_\_
- 1 Annual & 1 Semi-Annual  \_\_\_\_\_
- 1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 150.00 / hr. (regular hours) - \$ 225.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Sarah Fulp  
Service Administrator  
Date: 2/17/2025  
Proposal # 21753



## **3 YEAR RENEWAL OPTION:**

**CLARKE POWER SERVICES IS OFFERING A NEW (36) MONTH PM RENEWAL PLAN. THIS MEANS YOU WILL RECEIVE A NEW AGREEMENT EVERY 36 MONTHS IN LIEU OF 12 MONTHS. YOU CAN STILL STOP YOUR SERVICES AT ANY TIME.**

**IF YOU WISH TO ACCEPT THIS OFFER PLEASE SIGN AND DATE BELOW AND RETURN WITH YOUR RENEWALS.**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Company Name \_\_\_\_\_

Email to: [service@clarkegen.com](mailto:service@clarkegen.com)

Fax to: 336.808.9561

Mail to: Clarke Power Services, Inc.  
P.O. Box 18949  
Greensboro, NC 27419



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### ANNUALLY:

#### 1. FUEL SYSTEM

- A. Change fuel filter elements (element included).
- B. Check fuel tanks for water.
- C. General inspection of all components.
- D. Check fuel pressure at cylinder head (if applicable).
- E. Check fuel level in main fuel tank.
- F. Check operation of day tank.
- G. Fuel sample analysis available on diesel units (at additional charge).

#### 2. LUBRICATING SYSTEM

- A. Change oil in engine (oil included).
- B. Change oil filter (filter element(s) included).
- C. Check and record engine oil pressure.
- D. Check engine for oil leaks.
- E. Take oil sample for analysis.

#### 3. COOLING SYSTEM

- A. Check engine water pump.
- B. Check all cooling system hoses.
- C. Check and clean all louvers.
- D. Check coolant level.
- E. Check and record freeze protection and add if needed (makeup antifreeze furnished).
- F. Check condition of belts.
- G. Check for adequate fresh air to engine.
- H. Check condition of fan hub.
- I. Check operation of water jacket heater.
- J. Check and record operating temperature. Verify that operating temperature is in the correct range.
- K. Coolant sample analysis available (at additional charge).

#### 4. EXHAUST SYSTEM

- A. Check condition of mufflers, exhaust lines, supports and connections.
- B. Check condition of turbocharger (if applicable).
- C. Check for exhaust leaks.



**ANNUALLY:**

**5. AIR INTAKE SYSTEM**

- A. Check air inlet restriction.
- B. Check exhaust restriction.
- C. Clean crankcase breather pads (if applicable).
- D. Check all air system piping.
- E. Check condition of dry type air cleaner element(s) or service oil bath air cleaner (oil is included).

**6. CONTROL SYSTEM**

- A. Check operation of all gauges and meters.
- B. Clean control cabinet.
- C. Check operation of all controls.
- D. Check shut down system for correct operation.

**7. ENGINE ELECTRICAL STARTING SYSTEM**

- A. Check condition of batteries.
- B. Clean batteries and cables.
- C. Add distilled water to maintain proper electrolyte level (included).
- D. Check operation of float charger.
- E. Check battery voltage.
- F. Lubricate starter motor (if accessible).

**8. GENERATOR**

- A. Check condition of bearing.
- B. Check main breaker for operation (if applicable).
- C. Check cables from generator to transfer switch (if accessible).
- D. Visually check transfer switch for proper condition and operation.
- E. Clean interior of transfer switch enclosure as necessary.

**9. GENERAL**

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible. If not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### QUARTERLY & SEMI-ANNUALLY:

1. **FUEL SYSTEM**
  - A. Drain water and sediment from fuel filters.
  - B. Check fuel level in day tank.
  - C. General inspection of all components.
  
2. **LUBRICATING SYSTEM**
  - A. Check oil level (fill to proper level).
  - B. Check and record engine oil pressure.
  - C. Check engine for oil leaks.
  
3. **COOLING SYSTEM**
  - A. Check all cooling system hoses.
  - B. Check coolant level.
  - C. Check freeze protection and add if needed (included).
  - D. Check condition of belts.
  - E. Check operation of water jacket heater.
  
4. **EXHAUST SYSTEM**
  - A. Check for exhaust leaks.
  - B. Check for operation of rain cap.
  - C. Check for tightness of bolts.
  
5. **AIR INTAKE SYSTEM**
  - A. Check air inlet piping.
  - B. Check condition of air filter element (or oil bath).
  
6. **CONTROL SYSTEM**
  - A. Check operation of all gauges and meters.
  - B. Check operation of all controls.
  - C. Check shutdown systems.
  
7. **ENGINE ELECTRICAL STARTING SYSTEM**
  - A. Clean batteries and cables.
  - B. Add distilled water to maintain proper electrolyte level.
  - C. Check operation of float charger.
  - D. Check and record battery voltage.



**QUARTERLY & SEMI-ANNUALLY:**

**8. GENERATOR**

- A. Check main circuit breaker for operation (if applicable).
- B. Visually check transfer switch for proper condition and operation.

**9. GENERAL**

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible; if not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.

# *The MG Group, P.C.*

## **CERTIFIED PUBLIC ACCOUNTANTS AND AUDITORS**

March 24, 2025

Ms. Jamie Winslett  
Interim Finance Director  
Ashland City, Tennessee

We are pleased to confirm our understanding of the services we are to provide the Town of Ashland City, Tennessee for the year ended June 30, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ashland City, Tennessee as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ashland City, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ashland City, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios Based on Participation in the Public Employee Pension Plan of TCRS
- 3) Schedule of Contributions Based on Participation in the Public Employee Pension Plan of TCRS
- 4) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Ashland City, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

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**515 NW Atlantic Street, Tullahoma, Tennessee 37388**

**Phone (931) 393-3307**

**Fax (931) 563-5585**

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance
- 2) Non-Major Governmental Fund:
  - Balance Sheet Non-Major Governmental Fund
  - Schedule of Revenues, Expenditures, and Changes in Fund Balance
  - Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget (GAAP Basis) and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Listing of City Officials
- 2) Schedule of Tax Rates and Assessments
- 3) Schedule of Changes in Property Taxes Receivable
- 4) Change of Property Tax Levies and Collections

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits

contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Ashland City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Ashland City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Ashland City, Tennessee in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial

statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)

others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the MG Group, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to the Tennessee Comptroller of the Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the MG Group, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Tennessee Comptroller of the Treasury. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Melissa D. McGee is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 1, 2025 and to issue our reports no later than December 31, 2025.

Our fee for services will not exceed \$26,000 for the audit and if a cross-walk is required, \$2,500. If it is determined that a single audit is required, an additional fee of \$4,000 will be assessed. Travel costs and out-of-pocket expenses will be billed separately. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If the Firm must respond to any summons or subpoena in its capacity as auditor, then the Firm is entitled to reimbursement from the Town for any out-of-pocket costs incurred in preparing a response including standard hourly fees for personnel.

If this engagement results in dispute which cannot be resolved between the Firm and the Town, then after ninety days of said dispute, and before any litigation, resolution shall be sought first by a licensed mediator or arbitrator agreed upon by both parties. The results of such mediation or arbitration may be used in any court in the jurisdiction in which the Firm is domiciled. The cost of such shall be shared equally by the parties. Furthermore, the Firm's total liability for any breach of this agreement, and for its own ordinary or gross negligence in any aspect of its relationship with the Town, shall not exceed the fees paid to and received by the Firm under this agreement.

## Reporting

We will issue a written report upon completion of our audit of the Town of Ashland City's financial statements. Our report will be addressed to management and those charged with governance of the Town of Ashland City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Ashland City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Ashland City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Mark H. Crocker*

Mark H. Crocker, CPA, CGMA, CMFO  
for the Firm

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ashland City.

Management signature: \_\_\_\_\_

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

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



**MIDCUMBERLAND**

Human Resource Agency

## CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st Day of July, 2024, by and between **Mid-Cumberland Human Resource Agency, Inc.** ("Provider") and **Thrive 55, Ashland City** ("Contractor").

### RECITALS:

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

WHEREAS, Provider provides non-emergent transportation services; and

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

### AGREEMENT:

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

1. Term. The initial term shall commence July 1, 2024 and continue until June 30<sup>th</sup>, 2025 as herein provided.
2. Duties and Responsibilities of the Parties.
  - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
  - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
  - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available [Monday through Friday between the hours of 6 am and 6 pm] [to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to/and from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$2.00 per one way trip within the city limits of Ashland City, and are \$3.00 per one way trip within Cheatham County.

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

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

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

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

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

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

j. Provider agrees to the following maintenance requirements:

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

k. Provider agrees to the following vehicle requirements:

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

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

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

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

4. Payment for Services.

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

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

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

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

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

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

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

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

If to Contractor: Tammany Carter  
Director  
104 Ruth Drive  
Ashland City, TN

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

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

***[Signatures follow on next page.]***

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

**Contractor:**

Thrive 55

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By: Tammany Carter

Title: Director

**Provider:**

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

By: Jane Hamrick

Title: Executive Director

**EXHIBIT A**

**COMPENSATION SCHEDULE**

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

## **EXHIBIT B**

### **HIPAA REQUIREMENTS**

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

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

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

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

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

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

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

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

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

**RESOLUTION 2025-19**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE CLIENT TRANSPORTATION AGREEMENT WITH THE MID-CUMBERLAND HUMAN RESOURCE AGENCY, INC.**

**WHEREAS** Thrive 55, Ashland City needs non-emergency transportation services provided for individuals(members) to destinations located in Cheatham County; and

**WHEREAS** Mid-Cumberland Human Resource Agency will receive assignments from Thrive 55 for non-emergency standard transport of members from locations within the service area to locations within the service area of Cheatham County; and

**WHEREAS** Mid-Cumberland may schedule multiple members per vehicle so long as no member thereby spends greater that one hour in the vehicle; and

**WHEREAS** each member shall be allowed one and only one escort to ride with such members free of charge and under no circumstances will Mid-Cumberland be required to provide an escort for any member; and

**WHEREAS** services provided under this agreement will be available Monday through Friday between the hours of 6pm; and

**WHEREAS** Thrive 55 agrees to pay General Public Fares for their clients who are transported by MCHRS public transit; and

**WHEREAS** General Public Fares are \$ 2.00 per one way trip within the city limits of Ashland City, and are \$ 3.00 per one way trip within Cheatham County; and

**WHEREAS** the term will be July 1, 2024, through June 30, 202; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** approve the Transportation Agreement for Thrive 55+ Center.

We, the City Council, meeting in Regular Session on this the 8th day of April, 2025 move for the adoption of the Resolution as set out above.

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

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

Attest:

\_\_\_\_\_

Mayor GERALD GREER

\_\_\_\_\_

City Recorder MARY MOLEPSKE

Bid opening March 5, 2025

Bid closing March 27, 2025 @ 2 PM

BID TABULATION  
INDUSTRIAL WATER TANK BID  
MARCH 27, 2025, 2 P.m.

BIDDERS	AMOUNTS
JSJ Construction	OPTION #1 \$3,101,970.00
	OPTION #2 \$3,451,970.00