



# TOWN OF ASHLAND CITY

## Regularly Scheduled City Council Meeting-

### July 09, 2024, 6:00 PM

## Agenda

**Mayor:** JT Smith

**Council Members:** Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

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### CALL TO ORDER

### ROLL CALL

### PLEDGE AND PRAYER

### APPROVAL OF AGENDA

### APPROVAL OF MINUTES

- [1.](#) June 11, 2024, Minutes
- [2.](#) June 28, 2024, Minutes Special Called Meeting

### PUBLIC FORUM

#### 3. Procedure for Speaking Before the Council

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

### REPORTS

4. Attorney - Jennifer Noe

### UNFINISHED BUSINESS

- [5.](#) THRIVE 55+ Center Rental Agreement Discussion
- [6.](#) Thrive 55+ Dance Lease

7. Appoint City Recorder
- [8.](#) ORDINANCE: To adopt the Budget and Tax Rate for the Fiscal Year 2024-2025
9. Award Salary Study

#### **NEW BUSINESS**

- [10.](#) Propane Gas Service & Equipment Lease Agreement
- [11.](#) Resolution: 2024 Tennessee Senior Center Major Grant Request for Proposal
- [12.](#) GNRC - Contract
- [13.](#) Management Control Agreement
- [14.](#) Ordinance: Rezone Boyd St
15. 24-25 Bid for Paving
- [16.](#) Resolution: BlueCross BlueShield playground grant

#### **SURPLUS PROPERTY NOMINATIONS**

#### **EXPENDITURE REQUESTS**

#### **OTHER**

17. Operating Back Flow License - Jason Barnett
18. City Admin Discussion

#### **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 City Council Meeting**  
**June 11, 2024, 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Smith called the meeting to order at 6:03 p.m.

**ROLL CALL**

**PRESENT**

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

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to recess until June 28, 2024. Jennifer Noe then asked for an attorney client meeting. The Mayor, Council and Attorney then left at 6:05 P.M. for the attorney and Client meeting. They returned at 6:24 P.M. No other business was discussed.

**PLEDGE AND PRAYER**

**PUBLIC HEARING**

1. PUBLIC HEARING - BUDGET AMENDMENT #2 - 2ND READING

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

2. May 14, 2024, Minutes
3. May 21, 2024, Special called Council Meeting Minutes

**PUBLIC FORUM**

**NONE**

**REPORTS**

5. Attorney Jennifer Noe

**UNFINISHED BUSINESS**

6. Ordinance 624: Rezone Parcel for County - Amendment for Ordinance # 619 - 2nd Reading
7. Ordinance 621- Amend Sign Ordinance # 501/Section 20-105.1(b)(2): Wall signs. - 2nd Reading
8. Ordinance 622 - Water Rates fy2025 - 2nd Reading
9. Ordinance 623: Budget Amendment # 2 - 2nd Reading
10. ORDINANCE 624: TO ADOPT THE BUDGET AND TAX RATE FOR THE FISCAL YEAR 2024-2025 - 2ND READING

**NEW BUSINESS**

11. Amend Wage and Salary Policy – Pay Table

12. Award Salary Study Proposal Request
13. Bass Berry & Sims /Ashland City \$4,460,000 Engagement letter (City Hall COR) (37808284)
14. multi-model access grant (MMAG) Grant \$1,125,000.00 with match of 10% up to \$112,500.00 (PREVIOUS RES 2023-32 ATTACHED)
15. RESOLUTION: Water Inactive Delinquent Account Write-off Fiscal Year End 2024
16. Traffic Signal Modernization Program (TSMP Grant) \$125,000.00 (NO MATCH)
17. Appoint the City Recorder
18. Appoint the City Attorney
19. Thrive 55+ Exercise Contracts FY25 - Barb Batson - Lindy Murff - Phoenix Thornberg - Juli Watson
20. RESOLUTION - TDOT- Enhanced Mobility of Seniors and Individuals with Disabilities
21. Amendment 2 of grant contract 77833-26 - Police Training
22. Fixed LPR Subscription, Fees and Payment Provision

**SURPLUS PROPERTY NOMINATIONS**

23. 2013 Ford Utility Interceptor (R-3) and 2017 Ford Utility Interceptor (R-2)
24. Outside: 300 Speed Radar Trailer
25. 2006 - 2500 Pick Up 3/4Ton - Fire Department

**EXPENDITURE REQUESTS**

**OTHER**

**ADJOURNMENT**

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to recess until June 28, 2024, at 3 P.M. All approved by voice vote and the meeting adjourned at 6:26 p.m.

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MAYOR JT SMITH

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CITY RECORDER MARY MOLEPSKE



**TOWN OF ASHLAND CITY**  
**Special Called City Council Meeting**  
**June 28, 2024, 3:00 PM**  
**Minutes**

**Mayor:** JT Smith

**Council Members:** Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

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**CALL TO ORDER**

Mayor Smith called the meeting to order at 3:04 p.m.

**ROLL CALL**

**PRESENT**

Mayor JT Smith

Councilman Tim Adkins

Vice Mayor Gerald Greer

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

**ABSENT**

Councilman Tony Young

**PLEDGE AND PRAYER**

Councilman Adkins led with the Pledge and Prayer

**PUBLIC HEARING**

1. PUBLIC HEARING - ADOPTION OF THE BUDGET AND TAX RATE FOR THE FISCAL YEAR 2024-2025
2. A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, to close the public hearing. All approved by voice vote.

**APPROVAL OF AGENDA**

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the agenda with changes removing the public hearing. All approved by voice vote.

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to rescind the motion to remove the public hearing. All approved by voice vote.

**APPROVAL OF MINUTES**

2. May 14, 2024, Minutes  
A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the May 14, 2024, minutes. All approved by voice vote.
3. May 21, 2024, Special Called Council Meeting Minutes  
A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the May 21, 2024, minutes. All approved by voice vote.

**PUBLIC FORUM**

NONE

**REPORTS**

5. Attorney Jennifer Noe reported getting an email at 2:00 pm regarding the contract and stated that was not enough time to go through everything. She requested to wait until workshop to address it.

**UNFINISHED BUSINESS**

6. Ordinance: Rezone Parcel for County - Amendment for Ordinance # 619 - 2nd Reading

A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, to approve the ordinance. Voting Yea: Councilman Kerrigan, Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Adkins and Mayor Smith. ABSENT Councilman Young  
Voting Nay: 0

7. Ordinance: Amend Sign Ordinance # 501/Section 20-105.1(b)(2): Wall signs. - 2nd Reading  
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the ordinance. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins and Mayor Smith. ABSENT Councilman Young Voting Nay: 0
8. Ordinance: Amend Water Rates Fiscal Year 2024-2025 - 2nd Reading  
A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the ordinance. Voting Yea: Vice Mayor Greer, Councilman Kerrigan Councilman Thompson, Councilman Smith, Councilman Adkins and Mayor Smith. ABSENT Councilman Young Voting Nay: 0
9. Ordinance: Budget Amendment FYE 24 - 2nd Reading  
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the ordinance. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins and Mayor Smith. ABSENT Councilman Young Voting Nay: 0
10. ORDINANCE: TO ADOPT THE BUDGET AND TAX RATE FOR THE FISCAL YEAR 2024-2025 - 2ND READING  
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the ordinance. Voting Yea: Councilman Thompson, Councilman Smith, and Mayor Smith. Voting Nay: Vice- Mayor Greer, Councilman Kerrigan, Councilman Adkins Absent Councilman Young  
FAILED

#### **NEW BUSINESS**

11. Resolution: Amend Wage and Salary Policy – Pay Table  
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to DEFER the Resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Thompson, Councilman Smith, and Mayor Smith. ABSENT Councilman Young  
Voting Nay: 0
12. Award Salary Study  
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to DEFER the Resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer Councilman Smith, Councilman Thompson, Councilman Adkins, and Mayor Smith. ABSENT Councilman Young  
Voting Nay: 0
13. Bass Berry & Sims /Ashland City \$4,460,000 Engagement letter (City Hall COR) (37808284)  
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Engagement Letter. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Adkins and Mayor Smith. Voting Nay: Councilman Kerrigan, Vice Mayor Greer ABSENT Councilman Young
14. Resolution: Water Inactive Delinquent Account Write-off Fiscal Year End 2024  
A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, to approve the Resolution. Voting Yea: Councilman Kerrigan, Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young
15. Resolution: Multi-Model Access Grant (MMAG) Grant \$1,125,000.00 with match of 10% up to \$112,500.00 (PREVIOUS RES 2023-32 ATTACHED)  
A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the Resolution. Voting Yea: Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Smith, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young
16. Resolution: Traffic Signal Modernization Program (TSMP Grant) \$125,000.00 (NO MATCH)  
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the Resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Adkins, Councilman Smith, and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young
17. Appoint the City Recorder

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to DEFER the appointment of the City Recorder. All approved by voice vote. ABSENT Councilman Young

18. Appoint the City Attorney

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to appoint the City Attorney. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Adkins, Councilman Smith, and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

19. Thrive 55+ Exercise Contracts FY25 - Barb Batson - Lindy Murff - Phoenix Thornberg - Juli Watson

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to approve the Exercise Contracts. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

20. TDOT- Enhanced Mobility of Seniors and Individuals with Disabilities

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Resolution. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

21. Police Training Grant Contract Amendment #2 - 77833-26

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the Grant Amendment. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Kerrigan, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

22. Motorola Contract - Fixed LPR Subscription, Fees and Payment Provision

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Contract. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

**SURPLUS PROPERTY NOMINATIONS**

23. 2013 Ford Utility Interceptor (R-3) and 2017 Ford Utility Interceptor (R-2)

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Surplus Nomination to Donate the 2017 Ford Utility Interceptor (R-2) to City of Kingston Springs. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the Surplus Nomination to Surplus the 2013 Ford Utility Interceptor (R-3)

. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

24. Police Outside: 300 Speed Radar Trailer

A motion was made by Councilman Thompson, seconded by Vice Mayor Greer, to approve the Surplus Nomination. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Adkins, Councilman Smith Councilman Kerrigan, and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young

25. 2006 - 2500 Pick Up 3/4Ton - Fire Department

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the Surplus Nomination to donate to the City of Charlotte. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Adkins and Mayor Smith. Voting Nay: 0 ABSENT Councilman Young,

**EXPENDITURE REQUESTS**

NONE

**OTHER**

NONE

**ADJOURNMENT**

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 3.24 p.m.

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MAYOR JT SMITH

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CITY RECORDER MARY MOLEPSKE





## TOWN OF ASHLAND CITY THRIVE 55+ CENTER Use of Facilities Agreement



The following policies and procedures are related to the use and rental of City facilities under the direction of the Thrive 55+ Center located at 104 Ruth Drive, Ashland City. This facility is for use by civic groups and non-profit organizations only and other City departments and is not intended to be used for commercial business or “for profit” business ventures. The center is reserved accepted as is. The center will not guarantee any special services.

### RATES & AVAILABILITY:

**Civic organization** is any local service club, veterans' post, fraternal society or association, volunteer fire or rescue groups, or local civic league or association of ten or more persons not organized for profit but operated exclusively for educational or charitable purposes as defined herein, including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational or social welfare purposes.

**Nonprofit Organization**, also known as a not-for-profit organization, is a legal entity that is formed and operated for charitable or socially beneficial purposes, rather than to make a profit. Nonprofits are legally distinct from for-profit organizations in the United States because they qualify for tax-exempt status by the IRS. The IRS calls nonprofits 501(c)(3) organizations.

1. Civic and Nonprofit Organizations must pay a refundable deposit only of **\$200.00** for a charitable fundraising event, presentation, dinner, and social, etc. The deposit fee shall be returned within 30 days upon completion of the rental date only if there is no damage.
2. Proof of current or applied for 501(c)(3) status will be required at the time the reservation is made. If 501(C)(3) status is not available, you must show proof of minutes from the organization’s meetings.
3. Proof of liability insurance for an event must be provided. This does not apply to presentations or meetings.
4. The deposit fee shall be submitted at the time the reservation is made. Payment may be in the form of cash, or a check or money order made payable to The Town of Ashland City.
5. The renter will be charged an additional \$20.00 for a check returned for non-sufficient funds. Payment of the entire rental amount and the NSF charge by cash or money order must be made promptly, upon notification from the City Hall office, or the rental agreement will be considered terminated.
6. Reservations shall not exceed six (5) hours in length per day.
7. Reservations are made on a first come, first served basis with payment in full. We cannot hold center rental per phone request or partial payment.
8. According to the fire code, the entire building is permitted to hold 140 people. The maximum room capacity for the main room is 70. Occupancy must be kept at that number or fewer.
9. Center use shall be restricted to the following hours:
  - Monday – Thursday from 5:00 p.m. to 9:00 p.m.
  - Saturday from 8:00 a.m. to 8:00 p.m.
  - Sunday from 12:00 p.m. to 8:00 p.m.

10. The Center is not available for use when Center or City events are scheduled.
11. Civic Groups and Nonprofit Organizations may not rent the center on a continual basis without granted permission of the Town Council as well as the Center Director.

## RESERVATION PROCEDURES

1. The rental includes the main room, bathroom (handicapped accessible), and kitchen ONLY.
2. Reservations require a minimum of 30 (thirty) days in advance of use.
3. All reservations must be confirmed by the participant at least 24 hours in advance of the event through the Center Director by calling the Thrive 55+ Center at 615-792-3629.
4. Please pick up a key for the building from the Center office (104 Ruth Drive) before 4:00p.m. on the business day before the rental.
5. The facility must be occupied or locked, if unoccupied, always during the rental period.
6. Rental fees will be returned if the reservation is cancelled by the renter with a notice of 7 (seven) days or more. In the event of a cancellation within 7 (seven) days, the fees, except for \$25.00, will be refunded.
7. All reservations must be made in person through the Center Director or Staff at 104 Ruth Drive, Ashland City during normal Center business hours of Monday – Friday 8:00 a.m. to 4:00 p.m. You may call 615-792-3629 to check availability.
8. A Rental Agreement shall be completed prior to confirming reservations. Oral or tentative agreements are not accepted.
9. Upon completion of the rental agreement and payment of the rental fee - the building is considered rented for the date on the form. Access to the building earlier than the day of the rental may result in additional charges, since the building may be rented to another group.
10. Any individual entering into this agreement must be 21 (twenty-one) years of age and be prepared to present a valid driver's license as proof.
11. In the event the community room is not available due to an act of God or other casualty, the rental charge and any deposit shall be refunded in full. The Center shall not be responsible for the unavailability of the premises due to an act of God or other casualty. Renter's sole and exclusive remedy shall be a return of the rental charge and security deposit.
12. The right to use the premises is not transferable.
13. Tables and chairs shall be furnished by the Center to adequately seat the number of persons stated in the Rental Agreement.
14. Renter must supply cups, linens, plates, flatware, etc., and is responsible for food, drinks, snacks, decorations, etc. Tablecloths are required for all tables used. Table sizes can be provided by Center staff. No red or orange drinks are allowed because of the possibility of stains on the flooring. Dishes or silverware belonging to the center are not for use by the renter.
15. The building is a government building and must be treated as such; therefore, **tobacco products are only allowed 50 feet from the building and alcoholic beverages are not allowed on the premises, including grounds and parking lot.**

16. **Absolutely** no candles or open flames are allowed per the Fire Marshall.
17. Decorations may only be hung on walls or ceilings using clear or painter's tape only that will not damage the wall or ceiling finish. Absolutely no nails, tacks, glue, putty are permitted. The use of confetti, bird seed or any other like materials is not permitted. The renter is required to remove and properly dispose of all decorations.
18. All parking should be confined to the designated parking lot for the Center property. The grass areas around the parking lot may be used for overflow parking. Return of the cleaning/damage deposit may be reduced or forfeited if vehicles cause damage to grounds. No parking is allowed on the street or on neighboring properties. The City and the Center assume no liability or responsibility whatsoever for inadequate parking for event participants or damages to any vehicles or contents thereof.
19. Since the Center is in a residential neighborhood, it is the renter's responsibility to keep the noise level at an acceptable volume which includes controlling such things as music, speakers, boisterous participants, etc. so as not to be disruptive to the neighborhood. Failure to control may result in closing of event in addition to any criminal charges that may result.
20. Outside signs may be displayed the day of the rental and removed the same day. Signs must meet the Town of Ashland City's Sign Ordinance which can be found on the City's website at ashlandcitytn.gov.
21. The building is air-conditioned/heated; therefore, windows are not permitted to be opened. The front and back doors are not to be propped open at any time.
22. The Thrive 55+ staff, as well as Ashland City Police and Fire Departments reserve the right to visit during the rental time to check compliance with this agreement.
23. The Renter agrees to comply with all laws of the state of Tennessee and the United States of America, and the Renter agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Center regarding said premises or the use thereof.
24. After the Center Director inspects the building, the office will process the deposit refund. Any cleaning by the Center Staff will diminish or cancel the refund. **Return of the refund may take up to thirty (30) days.**

## Liability:

Neither The Town of Ashland City nor the Thrive 55+ Center's liability insurance will protect either the Renter or the Renter's guests, employees, agents, or caterers from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with Renter's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Renter when hosting the event for which the premises are being rented.

A current certificate of liability insurance policy in the amount of \$1,000,000.00 (one million dollars) is required for an event. The certificate must be presented at least 7 days prior to the day of the event. This requirement does not apply to non-profit organization meetings.



**USE OF FACILITIES AGREEMENT FOR THE THRIVE 55+ CENTER ASHLAND CITY**

RENTAL DATE: \_\_\_\_\_

RENTAL TIMES: \_\_\_\_\_  
(i.e. 5:00pm – 9:00pm – so we can arrange cleaning)

PURPOSE OF RENTAL: \_\_\_\_\_

RENTER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

The Renter assumes all risk of loss or damage to personal and Town of Ashland City property caused by the renter and/or individuals in attendance. The Renter agrees to return the property to the condition in which it was received from the Town of Ashland City. The Renter will pay all attorney fees generated in the collection of damages. The Renter and/or Individuals attending also waive liability for injury occurring at the place of rental.

The Renter, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the City, its council, employees, officers, and the Thrive 55+ Center, Inc., its officers and members, free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental and use of the premises by the Renter and all persons attending the event.

The Renter hereby further agrees to indemnify and hold the City harmless for any third-party claims that may be filed due to the Renters use of the premises. Renter shall be totally liable for any and all expenses including attorney fees that the City may incur due to a third-party claim.

The Renter shall be responsible for all attendees at the facility and shall maintain a civil function at the facility. Renter is responsible for ensuring that there is no violence, shrewd or disruptive behavior, or any offensive behavior by their invitees. In the event of such behavior, the City may shut down the use of the facility sooner than the time period as set out in the rental agreement with the Renter waiving any refund of monies paid.

**I have read the use of facilities agreement and agree to abide by its conditions.**

**CONTACT (Print Name):** \_\_\_\_\_

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

**PLEASE COMPLETE FORM AND SUBMIT TO:  
THRIVE 55+ ASHLAND CITY  
104 RUTH DRIVE  
ASHLAND CITY, TN 37015**

FOR OFFICE USE ONLY

RENTAL FEE: \$ \_\_\_\_\_ DEPOSIT FEE: \$ \_\_\_\_\_ DATE PAID: \_\_\_\_\_

Refund Paid \$ \_\_\_\_\_ CLAIM SUBMITTED Date: \_\_\_\_\_

Signature

Date



## **CHECK LIST FOR USERS OF THE THRIVE 55+ ASHLAND CITY CENTER**

- \_\_\_ Remove all decorations and tape.
- \_\_\_ Leave 30 chairs out and place them against the side walls. Put the remaining chairs away on the chair racks. Please see instructions on the inside of the closet door for the correct way to place the chairs on the rack.
- \_\_\_ Clean and take down all tables and return them to their designated storage racks inside the closet.
- \_\_\_ Use the dust mop or broom on the main room to remove any debris. These items are located in the laundry room.
- \_\_\_ Contain all trash (from kitchen, main room, and restrooms) in the trash bags provided and place in dumpster at the back of the building. Trash should not be left in the building. Additional bags will be the responsibility of the renter.
- \_\_\_ Make sure all lights and fans are turned off (including restroom).
- \_\_\_ All outside doors must be checked to ensure they are secure – exterior doors must be locked.
- \_\_\_ The thermostat should be set at 68 for the heat setting or 72 for the cool setting.
- \_\_\_ Kitchen floor swept (if used).
- \_\_\_ Kitchen counters/stove wiped down (if used).
- \_\_\_ Refrigerator should be cleared of food and any spills wiped up (if used).

**LEAVE THIS FORM "CHECKED OFF" FOR CENTER STAFF ON THE KITCHEN COUNTER.**

**FOR REFUND OF THE DEPOSIT:** The building must be left in the manner received.

**THANK YOU!**



**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE  
TOWN OF ASHLAND CITY, TENNESSEE  
ADOPTING THE ANNUAL BUDGET AND TAX RATE  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ASHLAND CITY, TENNESSEE AS FOLLOWS:**

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:



GENERAL FUND	Estimated		Budget FY 2025
	Actual FY 2023	Actual FY 2024	
<b>Revenues</b>			
Local Taxes	\$ 8,390,818	\$ 6,245,725	\$ 6,877,881
Licenses And Permits	98,900	106,025	126,300
Intergovernmental	932,123	761,500	6,188,634
Charges For Services	37,489	1,818,725	567,200
Fines And Forfeitures	46,133	297,625	312,850
Other	1,211,233	618,050	661,000
<b>Other Financing Sources</b>			
Issuance of Debt / Debt Proceeds	-	-	-
Sale of Capital Assets	-	-	-
Transfers In - from other funds	-	-	-
Transfers In - from other funds (PILOT)	-	-	-
<b>Total Revenues and Other Financing Sources</b>	<b>\$ 10,716,696</b>	<b>\$ 9,847,650</b>	<b>\$ 14,733,865</b>
<b>Appropriations</b>			
<b>Expenditures</b>			
General Government	\$ 732,127	\$ 751,550	\$ 1,201,487
City Court	481,626	275,925	332,200
Codes	246,858	297,350	421,750
Public Safety	3,450,865	3,492,150	5,233,829
Streets	699,439	716,575	991,765
Thrive 55+	422,901	523,300	668,175
Parks & Recreation	487,239	770,225	2,262,010
Information Technology	281,413	266,450	476,525
Debt Service - Principal and Interest	69,936	113,275	384,886
Capital Outlay	1,048,628	2,013,120	1,509,300
<b>Other Financing Uses</b>			
Transfers Out - to other funds			
Prior Period Adjustment	822,703	-	-
<b>Total Appropriations</b>	<b>\$ 8,743,735</b>	<b>\$ 9,219,920</b>	<b>\$ 13,481,927</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>1,972,961</b>	<b>627,730</b>	<b>1,251,938</b>
<b>Beginning Fund Balance July 1</b>	<b>10,674,922</b>	<b>12,647,883</b>	<b>13,275,613</b>
<b>Ending Fund Balance June 30</b>	<b>\$ 12,647,883</b>	<b>\$ 13,275,613</b>	<b>\$ 14,527,551</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>144.7%</b>	<b>144.0%</b>	<b>107.8%</b>

STATE STREET AID FUND	Actual	Estimated	Budget
	FY 2023	FY 2024	FY 2025
<b>Revenues</b>			
State Gas and Motor Fuel Taxes	\$ 195,866	\$ 192,318	\$ 206,875
Gas Tax Increase	-	-	-
<b>Other Financing Sources</b>			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
<b>Total Revenues and Other Financing Sources</b>	\$ 195,866	\$ 192,318	\$ 206,875
<b>Appropriations</b>			
Public Works Department	\$ 13	\$ 461,592	\$ 200,000
Debt Service - Principal and Interest	-	-	-
<b>Total Appropriations</b>	\$ 13	\$ 461,592	\$ 200,000
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>195,853</b>	<b>(269,274)</b>	<b>6,875</b>
<b>Beginning Fund Balance July 1</b>	<b>512,825</b>	<b>708,678</b>	<b>439,404</b>
<b>Ending Fund Balance June 30</b>	<b>\$ 708,678</b>	<b>\$ 439,404</b>	<b>\$ 446,279</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>5451369.2%</b>	<b>95.2%</b>	<b>223.1%</b>

DRUG FUND	Actual	Estimated	Budget
	FY 2023	FY 2024	FY 2025
<b>Revenues</b>			
Fines And Forfeitures	\$ 10,186	\$ 4,094	\$ 4,800
Other	39	61	70
<b>Other Financing Sources</b>			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
<b>Total Revenues and Other Financing Sources</b>	\$ 10,225	\$ 4,155	\$ 4,870
<b>Appropriations</b>			
Drug Enforcement	\$ 29,045	\$ 3,533	\$ -
Debt Service	-	-	-
<b>Total Appropriations</b>	\$ 29,045	\$ 3,533	\$ -
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(18,820)</b>	<b>622</b>	<b>4,870</b>
<b>Beginning Fund Balance July 1</b>	<b>72,667</b>	<b>53,847</b>	<b>54,469</b>
<b>Ending Fund Balance June 30</b>	<b>\$ 53,847</b>	<b>\$ 54,469</b>	<b>\$ 59,339</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>185.4%</b>	<b>1541.7%</b>	

<b>WATER and SEWER FUND</b>	<b>Actual FY 2023</b>	<b>Estimated Actual FY 2024</b>	<b>Budget FY 2025</b>
<b>Operating Revenues</b>			
Water/Sewer Sales	\$ 2,232,272	\$ 2,604,600	\$ 2,750,000
Sewer Fees	1,630,273	1,911,650	2,030,100
Tap Fees		152,300	500,000
Miscellaneous Other Fees	302,226	217,950	93,500
<b>Total Operating Revenues</b>	<b>\$ 4,164,771</b>	<b>\$ 4,886,500</b>	<b>\$ 5,373,600</b>
<b>Operating Expenses</b>			
Administrative	\$ 1,017,089	\$ 1,073,550	\$ 1,433,220
Operating Expenses	1,128,406	942,400	1,050,635
Insurance	63,902	71,950	90,875
Other	-	-	1,070,950
Depreciation	490,750	550,000	550,000
<b>Total Operating Expenses</b>	<b>\$ 2,700,147</b>	<b>\$ 2,637,900</b>	<b>\$ 4,195,680</b>
<b>Operating Income (Loss)</b>	<b>\$ 1,464,624</b>	<b>\$ 2,248,600</b>	<b>\$ 1,177,920</b>
<b>Nonoperating Revenues (Expenses)</b>			
Revenue: Investment Income	\$ 248,077	\$ 381,300	\$ 444,900
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(85,310)	(114,300)	(399,475)
Other Expense		(20,575)	(20,000)
<b>Total Nonoperating Revenue (Expenses)</b>	<b>\$ 162,767</b>	<b>\$ 246,425</b>	<b>\$ 25,425</b>
<b>Income (Loss) Before Capital Contributions and Transfers</b>	<b>\$ 1,627,391</b>	<b>\$ 2,495,025</b>	<b>\$ 1,203,345</b>
<b>Capital Contributions and Transfers</b>			
Capital Contributions - Tap Fees in Excess of Cost	\$ 316,750	\$ -	
Capital Contributions - Grants	-	591,050	6,425,100
Capital Contributions - Other		-	
Transfers In - from Other Funds	-	-	
Transfers Out - to Other Funds (PILOT)			
<b>Total Capital Contributions and Transfers</b>	<b>\$ 316,750</b>	<b>\$ 591,050</b>	<b>\$ 6,425,100</b>
<b>Change in Net Position</b>	<b>\$ 1,944,141</b>	<b>\$ 3,086,075</b>	<b>\$ 7,628,445</b>
<b>Beginning Net Position July 1</b>	<b>18,854,340</b>	<b>20,798,481</b>	<b>23,884,556</b>
<b>Ending Net Position June 30</b>	<b>\$ 20,798,481</b>	<b>\$ 23,884,556</b>	<b>\$ 31,513,001</b>

<b>Statutory Change in Net Position Reconciliation:</b>			
<b>Change in Net Position</b>	\$ 1,944,141	\$ 3,086,075	\$ 7,628,445
<b>Subtract:</b>			
Capital Contributions - Tap Fees in Excess of Cost	\$ 316,750	\$ -	\$ -
Capital Contributions - Grants	-	591,050	6,425,100
Capital Contributions - Other	-	-	-
Grants - Operating	-	-	-
Transfers In - from Other Funds	-	-	-
<b>Total amount subtracted for statutory change</b>	<b>\$ 316,750</b>	<b>\$ 591,050</b>	<b>\$ 6,425,100</b>
<b>Statutory Change in Net Position*</b>	<b>\$ 1,627,391</b>	<b>\$ 2,495,025</b>	<b>\$ 1,203,345</b>

\* Note: A statutory negative Change in Net Position for two consecutive years will result in the local government's referral to the Water and Wastewater Financing Board.

<b>Debt Service to be Paid Out of Water Fund</b>			
<b>Debt Management</b>			
Acct #	Revenue Bond Principal Paid	\$ 105,000	\$ 105,000 \$ 660,705
Acct #	Revenue Bond Interest Paid	76,263	114,095 399,475
Acct #	Revenue & Tax Bond Principal Paid	-	- -
Acct #	Revenue & Tax Bond Interest Paid	-	- -
Acct #	Loan Agreement Principal Paid	-	- -
Acct #	Loan Agreement Interest Paid	-	- -
Acct #	Note Principal Paid	-	- -
Acct #	Note Interest Paid	-	- -
[enter additional debt principal]		-	- -
[enter additional debt interest]		-	- -
<b>Total Annual Debt Service Payments</b>	<b>Annual Debt Service Payments</b>	<b>\$ 181,263</b>	<b>\$ 219,095 \$ 1,060,180</b>

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

<b>Fund</b>	<b>Estimated Fund Balance/Net Position at June 30, 2025</b>
General Fund	\$ 13,275,613
State Street Street Aid Fund	439,404
	-
Drug Fund	54,469
Water & Sewer Fund	23,884,556

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2024	FY2025 Principal Payment	FY2025 Interest Payment
<b>Bonds -</b>				
USDA RUS Loan - Fire Truck 2020 2.125%	\$ 896,500.00	\$ 813,471.00	\$ 56,736.00	\$ 13,200.00
Fire Hall -Public Building Authority of Clarksville Bond Series 2022 1.35%	\$ 5,560,000.00	\$ -	\$ -	\$ -
City Hall -Public Building Authority of Clarksville Bond Series 2022 2.08%	\$ 5,300,000.00	\$ 1,536,710.49	\$ -	\$ 50,000.00
City Hall Cost Overrun - Public Building Authority of Clarksville Bond Series	\$ 4,460,000.00	\$ -	\$ -	\$ -
Water and Sewer Revenue and Tax Bonds Series 2012A .55-3.5%	\$ 2,770,000.00	\$ 1,650,000.00	\$ 105,000.00	\$ 50,463.00
Sewer Treatment Plant Loan, Bond Series 2021 1.690%	\$ 16,599,000.00	\$ -	\$ -	\$ -
<b>Loan Agreements</b>				
Fire Hall Construction - USDA 1.2%	\$ 5,560,000.00	\$ 5,560,000.00	\$ 87,181.00	\$ 125,100.00
Fire Hall Cost Overrun - USDA 3.25%	\$ 1,225,000.00	\$ 1,225,000.00	\$ 12,083.00	\$ 31,350.00
City Hall Construction - USDA 1.93%	\$ 5,300,000.00	\$ -	\$ -	\$ -
City Hall Cost Overrun - USDA 3.75%	\$ 4,460,000.00	\$ -	\$ -	\$ -
Sewer Treatment Plant Loan - USDA 1.5%	\$ 16,599,000.00	\$ 16,599,000.00	\$ 554,905.00	\$ 248,985.00
Sewer Treatment Plant Cost Overrun Loan - USDA3%	\$ 5,000,000.00	\$ -	\$ -	\$ -
Sewer Treatment Plant Cost Overrun Loan - USDA 3%	\$ 5,639,000.00	\$ -	\$ -	\$ -

SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction of New Sewer Treatment Plant	\$ 36,293,000.00	\$ 3,420,000.00	\$ 27,873,000.00
Construction of New City Hall	\$ 9,760,000.00	\$ 750,000.00	\$ 9,760,000.00
Purchase of Water Tank	\$ 3,000,000.00	\$ 3,000,000.00	
Purchase of Police Vehicles & Equipme	\$ 332,000.00	\$ 332,000.00	
Purchase of Public Works Brush Truck	\$ 250,000.00	\$ 250,000.00	
Purchase of Fire One Ton Truck	\$ 106,000.00	\$ 106,000.00	
Purchase of Tornado Sirens (2)	\$ 80,000.00	\$ 80,000.00	
Purchase of Thrive 55+ flooring, doors, paint	\$ 57,000.00	\$ 57,000.00	
Purchase of Codes Expedition	\$ 55,000.00	\$ 55,000.00	
Purchase of Public Works Lawnmower	\$ 14,000.00	\$ 14,000.00	
Purchase of Public Works Side by Side	\$ 8,500.00	\$ 8,500.00	
Purchase of Parks Truck	\$ 45,000.00	\$ 45,000.00	
Purchase of Parks Toro Sand Pro	\$ 24,000.00	\$ 24,000.00	
Purchase of Parks Cameras	\$ 20,000.00	\$ 20,000.00	
Purchase of Fire Battery Operating Extrication Tool	\$ 14,000.00	\$ 14,000.00	
Purchase of Parks AED Machines	\$ 6,500.00	\$ 6,500.00	

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Construction of Sports Complex	\$ 30,000,000.00	\$ 750,000.00	\$ 29,250,000.00
Construction of New Recreation Center	\$ 5,000,000.00		\$ 5,000,000.00
Construction of New Senior Center	\$ 5,000,000.00		\$ 5,000,000.00
Construction of New Firing Range	\$ 1,000,000.00		\$ 1,000,000.00

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: The Financial Director is hereby granted the authority to transfer monies from one appropriation to another in the same fund, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.3648 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2024, the public welfare requiring it.

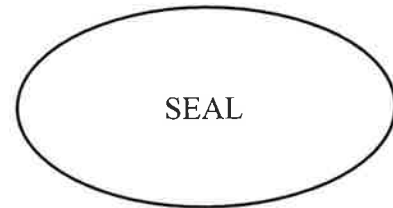
Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTESTED:

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



## PROPANE GAS SERVICE & EQUIPMENT LEASE AGREEMENT ("AGREEMENT")

This Agreement is entered into on the date set forth below by and between Robertson Cheatham Farmers Cooperative ("Co-op") and the individual or entity designated below in Customer Information ("Customer") (Co-op and Customer may each be referred to as "Party" or collectively, "Parties"):

CUSTOMER INFORMATION	Customer Name: <u>Town of Ashland City</u> If Entity, Contact Person: <u>Chuck Walker</u>
	Phone Number: <u>615-533-8357</u> Email: _____
	Service Address: <u>236 TN Walker Pkwy</u> <u>Ashland City</u> <u>TN</u> <u>37015</u> <u>Cheatham</u> <small>City State ZIP County</small>
	Mailing Address: <u>233 TN Walker Pkwy</u> <u>Ashland City</u> <u>TN</u> <u>37015</u> <small>City State ZIP</small>
Notes: _____	
EQUIPMENT INFORMATION	<b>TANK</b> Serial # _____ Gross Capacity <u>500</u> Gallons Year <u>2024</u> Manufacturer/Model # _____ Replacement Value at Time of Agreement <u>\$3000.00</u>
	<b>CYLINDER INFORMATION</b> Number of Cylinders _____ Sizes of Cylinders _____ Replacement Value at Time of Agreement _____
	<b>REGULATOR INFORMATION</b> Manufacturer/Model <u>Reso TR9</u> Date _____ Code _____ Manufacturer/Model _____ Date _____ Code _____ Replacement Value at Time of Agreement <u>\$100.00</u>
	<b>OTHER EQUIPMENT</b> Description <u>See No Tank Monitor</u> Replacement Value at Time of Agreement <u>250.00</u> Description _____ Replacement Value at Time of Agreement _____ Description _____ Replacement Value at Time of Agreement _____
	<b>FEE'S</b> Annual Lease Amount: <u>0</u> Minimum Annual Usage (in gallons): <u>0</u> Minimum Usage Fee (if Customer doesn't meet Minimum Annual Usage): <u>0</u>
<b>RENTERS</b>	If Customer rents, Customer consents to Co-op informing Customer's landlord of this tank rental and notifying landlord prior to shut off of service. Landlord Name: _____ Landlord Phone Number: _____ Landlord Address: _____

It is expressly understood and agreed that the information set forth above, the terms and conditions following this page, and any invoices for the purchase of petroleum gas, constitute the Agreement between the Parties. Customer acknowledges and accepts the terms and conditions set forth in this Agreement.

Co-op: [Signature] Russell Bryan \_\_\_\_\_  
 Sign Name Print Name Date

Customer: \_\_\_\_\_  
 Sign Name Print Name Date





**Request for Proposals:**

*Tennessee Major Senior Center Grants*

**Issued June 2024**

For more information, please contact:  
Sidney Enss | DDA Senior Center Liaison | [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov)

## Grant Overview

### Background

The Tennessee Department of Disability and Aging (DDA) is the designated State Unit on Aging (SUA) and is mandated to provide leadership relative to aging issues on behalf of older persons in the state. Our mission is to support older Tennesseans and those with disabilities to live the lives they envision for themselves.

DDA has received a non-recurring allocation of three million dollars (\$3,000,000) from the Tennessee General Assembly (House Bill No. 2973, Section 61 item 18, page 112) to distribute to senior centers across the state through a competitive grant process. Through this process, a scoring metric will be used to distribute these funds in support of the vital work senior centers do to assist older adults across Tennessee have access to resources, activities, and social connection.

### Request for Proposals

DDA is seeking proposals from senior centers across Tennessee that describes how the senior center intends to use the funding, if awarded, for improvement of and benefits of the senior center and the participants. These funds are non-recurring which means funds are not guaranteed on an annual basis.

### Contract

All grantees will be sent a contract after receiving a Notice of Award (see grant timeline for more details). This contract **MUST** be signed by the authorized signatory listed on the Senior Center Grant Application before funding will be sent to the senior center.

### Reporting Requirements

A report template has been created and will be provided to each grant recipient. This template will be completed three during the grant cycle; once by **March 31, 2025 (Mid-Term)**, once by **October 31, 2025 (Mid-Term)** and once by **April 30, 2026 (Final)**. All grantees are required to submit the following information:

- 1) Narrative summary about the impact the funding had on the center and the items/materials purchased;
- 2) Number of unduplicated people served;
- 3) Pictures of items, materials, programs, activities, etc. purchased using grant funds;
- 4) Fiscal Cover Sheet

If applicable, testimonials from center members about how the funding impacted their participation at the center.

## Funding

### Award Amounts

DDA will award major grants starting at a minimum of ten thousand dollars (\$10,000) to a maximum one hundred thousand dollars (\$100,000) each based on the need of the center applying for funds. The increased funding will allow senior centers to request the amount of funds needed to benefit their center the most rather than a set monetary amount.

These grants will be competitive meaning not all applications may receive funding. Grant recipients must expend all grant funds by **March 31, 2026**.

### Register with the State

If a senior center has not received previous grant funding, DDA strongly recommends that the senior center register to be a supplier with the State of Tennessee as soon as possible. To register as a State of Tennessee supplier, please use the link below and click “Register as a Supplier” in the middle section of the webpage.

- [Register as a Supplier](#)
- [Supplier Guide: Registering to do Business with the State of Tennessee](#)

### Direct Deposit

For any senior center that does not have direct deposit set up with Edison Maintenance through the State, it is strongly recommended that an application is completed as soon as possible using the link below. This will allow for the funds to be distributed to award recipients quickly and efficiently.

- [Edison Maintenance Direct Deposit form and instructions](#)

### Funding Distribution

Senior centers who receive funding through this grant will be required to submit invoices, estimates or receipts of purchases to be reimbursed before funding is released. Funds will not be distributed in advance for grant recipients.

## Application Eligibility and Logistics

### Eligibility

For the purpose of this grant, all senior centers in the state of Tennessee that meet one of the following definitions are eligible and encouraged to apply for this funding opportunity:

- 1) a single purpose agency with programs and activities designed and operated only for the benefit of adults aged 60 and over; or
- 2) a multi-purpose agency with a broad spectrum of services, which shall include provision of health, social, nutritional, and educational services, and the provision of facilities for recreational activities for adults aged 60 and over.

It is encouraged that funding be used to support goals such as, but not limited to:

- 1) Capital Projects (building improvements, equipment, etc.)
- 2) Marketing
- 3) Programming/Activities
- 4) Routine Operating Expenses

### Funding Limitations

Funding may **NOT** be used for:

- 1) Purchase of gift cards for any purpose
- 2) Staff salaries

### Grant Timeline

<b>Date</b>	<b>Action</b>
<b>June 17, 2024</b>	Request for Proposal available for review
<b>June 26, 2024 (10:00am CST/11:00am EST)</b>	**Informational Session
<b>July 8, 2024</b>	Start date for applications to be submitted
<b>August 9, 2024 (4:00pm CST/5:00pm EST)</b>	Deadline for applications to be submitted
<b>August 30, 2024 (4:00pm CST/5:00pm EST)</b>	Anticipated date for Notice of Awards
<b>Fall 2024</b>	Contracts to grantees to sign
<b>Winter 2024/2025</b>	All funding distributed to grantees
<b>March 31, 2025</b>	Mid-Term Report due (template will be provided)
<b>October 31, 2025</b>	Mid-Term Report due (template will be provided)
<b>March 31, 2026</b>	All funding must be spent by grantees
<b>April 30, 2026</b>	Final Report due (template will be provided)

**\*\*An informational webinar will be held for interested parties on **Wednesday, June 26 at 10:00a CST (11:00a EST)**. The webinar will be recorded and posted on the TN Senior Center Resource Library within two (2) days. Webinar information can be found below or email Sidney Enss at [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov) for additional details.**

- **Webinar Link - [Click here to join the meeting](#)**

### Application Requirements

All applicants are required to complete the Senior Center Grant Application using the enclosed application or electronically using the [Electronic Senior Center Application](#).

- 1) Name of Senior Center
- 2) Type of Entity (How the senior center is registered through the Secretary of State)
  - a. Nonprofit
  - b. City Government
  - c. County Government
- 3) Senior Center Physical Address  
Senior Center Mailing Address (if different than listed above)
- 4) County of Senior Center Location
- 5) Senior Centers Hours of Operation
- 6) Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 7) Authorized Signatory (Person authorized to sign contracts on behalf of the center)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 8) Amount of funding being requested (\$10,000-\$100,000) \_\_\_\_\_.
- 9) Grant Goals
  - a. Capital Projects (building improvements, equipment, etc.)
  - b. Marketing
  - c. Programming/Activities
  - d. Routine Operating Expenses
- 10) Project Narrative (40 points total)
  - a. Project Relevance & Current Need (15 points)
  - b. Project Impact (20 points)
  - c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
- 11) Project Budget & Justification (10 points)
  - a. Budget template provided.
- 12) Letter of Support from State Representative (See Appendix D for a sample letter)

- 13) Letter of Support from State Senator (See Appendix D for a sample letter)
- 14) Copy of organizations most recent W-9 form
- 15) Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds)
  - a. Direct Deposit
    - i. Last 4 digits of the account number
  - b. Check Mailed
    - i. Address the check should be mailed to
- 16) Grant Agreement

**ALL** items listed above **MUST** be submitted to be considered a complete application. If any items are missing, the application **WILL NOT** be considered for funding.

### Scoring Metrics

Five (5) main scoring metrics will be used to determine total score for each grant submission. These metrics include:

- 1) 2024 Targeted Area ([Department of Economic and Community Development](#)) - See Appendix A for county breakdown.
  - a. 5 pts “Distressed”
  - b. 4 pts “At Risk”
  - c. 3 pts “Transitional”
  - d. 2 pts “Competitive”
  - e. 1 pt. “Attainment”
- 2) Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#)) – See Appendix B for county breakdown.
  - a. 5 pts 30% or higher
  - b. 4 pts 25-29.9%
  - c. 3 pts 20-24.9%
  - d. 2 pts 15-19.9%
  - e. 1 pt. 10-14.9%
- 3) Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#)) - See Appendix C for county breakdown.
  - a. 5 pts 25% or higher
  - b. 4 pts 20-24.9%
  - c. 3 pts 15-19.9%
  - d. 2 pts 10-14.9%
  - e. 1 pt. 9.9% or lower
- 4) Project Narrative (40 points total)
  - a. Project Relevance & Current Need (15 points)
    - i. Describe the current need of your center for funds you have requested.
    - ii. Describe the capacity of your center to complete the project you are proposing.
  - b. Project Impact (20 points)

- i. What are the expected project benefits for the center and its participants?
    - ii. Detail the goals and objectives you plan to achieve using this funding.
    - iii. Describe the impact your project will have on the center and its participants.
  - c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
    - i. Create a timeline of how these funds will be spent for this grant project.
- 5) Project Budget & Justification (10 points)
  - a. Budget template provided.

Tie Scores

In the event applicants have tie scores, the applicant who submitted their proposal the earliest will receive priority determination of funding. Therefore, it is important to submit your application as soon as possible.

# 2024 Senior Center Grant Application

1. Name of Senior Center \_\_\_\_\_

2. Type of Entity (How the senior center is registered through the TN Secretary of State)

- Nonprofit
- City Government
- County Government

3. Senior Center Physical Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

Senior Center Mailing Address (if different than listed above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

4. County of Senior Center Location \_\_\_\_\_

5. Senior Centers Hours of Operation

- a. Monday \_\_\_\_\_
- b. Tuesday \_\_\_\_\_
- c. Wednesday \_\_\_\_\_
- d. Thursday \_\_\_\_\_
- e. Friday \_\_\_\_\_

6. Senior Center Contact

**NOTE: This person will be the primary contact and receive all grant correspondence primarily via email.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_



**7. Authorized Signatory**

**NOTE: This person is authorized to sign contracts on behalf of the senior center.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**8. Amount of funding being requested (\$10,000 - \$100,000) \_\_\_\_\_.**

**9. Grant Goals (select all that apply)**

- Capital Projects (building improvements, equipment, etc.)
- Marketing
- Programming / Activities
- Routine Operating Expenses

**10. Project Narrative** - Be as detailed as possible and answer the following questions using a separate page:

- a. Project Relevance & Current Need (15 points)
  - i. Describe the current need of your center for funds you have requested.
  - ii. Describe the capacity of your center to complete the project you are proposing.
- b. Project Impact (20 points)
  - i. What are the expected project benefits for the center and its participants?
  - ii. Detail the goals and objectives you plan to achieve using this funding.
  - iii. Describe the impact your project will have on the center and its participants.
- c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
  - i. Create a timeline of how these funds will be spent for this grant project.

**11. Project Budget & Narrative** – Complete the budget template below and detail the amount and justification for each expense. You may also complete this as a separate page for your grant submission.

Object Class Category	Grant Funds	TOTAL	Justification (detail the purpose of the expense)
Travel			
Professional Fees			
Supplies			
Contractual			
Other			
<b>TOTAL</b>			

**12. Letter from State Representative:** YES NO

**13. Letter from State Senator:** YES NO

**14. Organization’s most recent W-9 form:** YES NO

**15. Preferred Payment Method**

**NOTE: If awarded a grant, select your preference on receiving grant funds.**

**Only select one option:**

**Direct Deposit**  
Last 4 digits of account number \_\_\_\_\_

**Check Mailed**  
Address the check should be mailed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

**Grant Agreement**

I \_\_\_\_\_, understand, if awarded a Senior Center Grant, all funds received from this grant must be used for the improvement and benefit of the above-mentioned senior center and must be expended by March 31, 2026.

\_\_\_\_\_  
(Senior Center Contact's Printed Name)

\_\_\_\_\_  
(Senior Center Contact's Signature)

\_\_\_\_\_  
(Date)

Appendix A – 2024 Targeted Area ([Department of Economic and Community Development](#))

**5 pts Distressed**

Bledsoe  
Clay  
Cocke  
Hancock  
Hardeman  
Lake  
Perry  
Scott

**4 pts At-Risk**

Benton  
Campbell  
Carroll  
Carter  
Claiborne  
Decatur  
Fentress  
Greene  
Grundy  
Hawkins  
Haywood  
Houston  
Jackson  
Johnson  
Lauderdale  
Lewis  
Macon  
McNairy  
Meigs  
Morgan  
Pickett  
Rhea  
Sequatchie  
Unicoi  
Van Buren  
Warren  
Wayne

**3 pts Transitional**

Anderson  
Bedford  
Blount  
Bradley  
Cannon  
Chester  
Coffee  
Crockett  
Cumberland  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Giles  
Grainger  
Hamblen  
Hamilton  
Hardin  
Henderson  
Henry  
Hickman  
Humphreys  
Jefferson  
Lawrence  
Lincoln  
Loudon  
Madison  
Marion  
Marshall  
Maury  
McMinn  
Monroe  
Montgomery  
Obion  
Polk  
Putnam  
Roane  
Robertson  
Rutherford  
Sevier  
Shelby  
Smith

**3 pts Transitional, cont.**

Stewart  
Sullivan  
Tipton  
Trousdale  
Union  
Washington  
Weakley  
White

**2 pts Competitive**

Cheatham  
Davidson  
Fayette  
Knox  
Moore  
Sumner  
Wilson

**1 pt. Attainments**

Williamson

**Appendix B – Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#))**

**5 pts 30% or above**

Cumberland  
Pickett

**4 pts 25-29.9%**

Benton  
Carter  
Clay  
Decatur  
Fayette  
Hardin  
Henry  
Jackson  
Johnson  
Loudon  
Roane  
Unicoi  
Van Buren

**3 pts 20-24.9%**

Anderson  
Bledsoe  
Blount  
Campbell  
Cannon  
Carroll  
Claiborne  
Cocke  
Crockett  
DeKalb  
Fentress  
Franklin  
Giles  
Grainger  
Greene  
Grundy  
Hamblen  
Hancock  
Hardeman  
Hawkins  
Haywood  
Henderson  
Houston  
Humphreys  
Jefferson  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
McMinn  
McNairy  
Meigs  
Monroe  
Moore  
Morgan  
Obion  
Overton  
Perry  
Polk  
Rhea  
Sequatchie  
Sevier  
Stewart

**3 pts 20-24.9% cont.**

Sullivan  
Union  
Washington  
Wayne  
Weakley  
White

**2 pts 15%-19.9%**

Bedford  
Bradley  
Cheatham  
Chester  
Coffee  
Dickson  
Dyer  
Gibson  
Hamilton  
Hickman  
Knox  
Lake  
Lauderdale  
Macon  
Marshall  
Maury  
Putnam  
Robertson  
Scott  
Shelby  
Smith  
Sumner  
Tipton  
Warren  
Williamson  
Wilson

**1 pt. 10%-14.9%**

Davidson  
Montgomery  
Rutherford  
Trousdale

**Appendix C – Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#))**

**5 pts 25% or above**

Cumberland  
Loudon  
Pickett

**4 pts 20-24.9%**

Benton  
Carter  
Clay  
Cocke  
Decatur  
Fayette  
Fentress  
Giles  
Greene  
Hancock  
Hardin  
Hawkins  
Haywood  
Henry  
Jackson  
Johnson  
Meigs  
Monroe  
Obion  
Polk  
Roane  
Sequatchie  
Sullivan  
Unicoi  
Van Buren

**3 pts 15%-19.9%**

Anderson  
Bledsoe  
Blount  
Bradley  
Campbell  
Cannon  
Carroll  
Cheatham  
Chester  
Claiborne  
Coffee  
Crockett  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Grainger  
Grundy  
Hamblen  
Hamilton  
Hardeman  
Henderson  
Hickman  
Houston  
Humphreys  
Jefferson  
Knox  
Lauderdale  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
Maury  
McMinn  
McNairy  
Moore  
Morgan  
Overton  
Perry  
Rhea



**3 pts. 15%-19.9%cont.**

Scott  
Sevier  
Smith  
Stewart  
Sumner  
Union  
Warren  
Washington  
Wayne  
Weakley  
White

**2pts. 10-14.9%**

Bedford  
Davidson  
Lake  
Macon  
Marshall  
Putman  
Robertson  
Shelby  
Tipton  
Trousdale  
Williamson  
Wilson

**1 pt. 9.9% or lower**

Montgomery  
Rutherford

## Appendix D – Sample Letter to State Representative and Senator

**Note: This letter should be written and signed on the letter head of the elected official**

[DATE], 2024

Commissioner Brad Turner  
Tennessee Department of Disability and Aging  
502 Deaderick Street, 9th Floor  
Nashville, TN 37243-0860

Dear Commissioner Turner:

I am pleased to write this letter of support for the **[Senior Center]**'s application for a senior center grant from the Tennessee Department of Disability and Aging. The **[Senior Center Name]** plans to use funds to **[brief project description]**. I believe this project will be an asset to the constituents of my district.

Sincerely,

[First and Last Name]  
[Representative / Senator]  
Tennessee General Assembly

**RESOLUTION 2024-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN TENNESSEE DEPARTMENT OF DISABILITY & AGING TENNESSEE MAJOR SENIOR CENTER GRANTS**

**WHEREAS**, TN Department of Disability & Aging will distribute funds to Senior Centers across the state through a competitive grant process

**WHEREAS**, the Mayor and City Council would like to apply for these grant funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “TN Department of Disability & Aging” Major grant through TN Department of Disability & Aging.

SECTION 2: That the Town of Ashland City further authorizes Gena Batts to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of July 2024 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

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

Attest:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder MARY MOLEPSKE



## Contract Cover Sheet

Aging and Disability Services

Contractor ID: AshlandSC-G

Contract #: 2025-05

<b>Contractor Legal Entity Name:</b> Town of Ashland City – Thrive 55+ Ashland City	
<b>Service Type:</b> Senior center services and evidence-based programming	
<b>Start Date:</b> 7/1/2024	<b>End Date:</b> 6/30/2025
<b>Maximum/Estimated Liability:</b> \$ 69,247.00	
<b>Contract Type:</b> Cost Reimbursement	
<b>Match Required:</b> Yes	
<b>Assistance Living Number(s):</b> IIIB 93.044, IIID 93.043	
<b>Contractor Entity Type:</b> Government	
<b>DBE:</b> N/A - Government	
<b>GNRC Contact:</b> Michael Skipper Executive Director 44 Vantage Way, Suite 450 Nashville, TN 37228 mskipper@gnrc.org; CC: sfowler@gnrc.org 615-682-6628	<b>Contractor Contact:</b> Gena Batts Center Director 233 Tennessee Waltz Parkway, Suite 103 PO Box 36 Ashland City, TN 37015 gbatts@ashlandcitytn.gov 615-792-3629

**CONTRACT 2025-05  
BETWEEN  
TOWN OF ASHLAND CITY – THRIVE 55+ ASHLAND CITY  
AND THE  
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between Town of Ashland City – Thrive 55+ Ashland City (“CONTRACTOR”), and the GREATER NASHVILLE REGIONAL COUNCIL, a Tennessee governmental entity (“GNRC”), is for the provision of senior center services and evidence-based programming. GNRC and CONTRACTOR may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

Grantee Entity Type: Government  
Grantee Place of Incorporation or Organization: Tennessee  
Grantee EIN: 62-6000239

This Contract is for funding originating from the federal Older Americans Act and the state of Tennessee. This funding is passed through the Tennessee Department of Disability and Aging in its role as the State Unit on Aging (“SUA”) to GNRC in its role as the designated Area Agency on Aging and Disability (“AAAD”) for its thirteen-county region.

**A. SCOPE OF SERVICES:**

Scope of Services. CONTRACTOR agrees to provide the activities identified in the “Scope of Services” described in Attachment A and incorporated into this Contract.

**B. TERM OF CONTRACT:**

- B.1. Term. The parties agree that this Contract is effective for the period beginning on July 1, 2024 (“Effective Date”) and ending on June 30, 2025 (“Initial Term”) unless terminated in accordance with Sections E.2. and E.3.
- B.2. Renewal Option. GNRC may, at its sole option, renew the Contract for additional terms of one year (each a “Renewal Term”) until such time as three Renewal Terms have been completed. In no event, however, will the maximum contracting period, including all renewals or extensions, exceed a total of 48 months. To exercise its renewal option, GNRC may send written notice of its intent to renew at any time prior to the end of the then-current Term. CONTRACTOR has 14 calendar days after receipt of notice to decline the renewal by written notice to GNRC, in which case the Contract will terminate at the end of the then-current Term. For each Renewal Term, GNRC will provide CONTRACTOR with an updated budget (Attachment B) and Maximum Liability for the Renewal Term, but all other terms and conditions of the Contract will remain the same.
- B.3. Out-of-Term Work. GNRC will have no obligation to CONTRACTOR for fulfillment of the Scope outside the then-current Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event will the maximum liability of GNRC under this Contract exceed \$69,247.00 (“Maximum Liability”). The Contract Budget, attached and incorporated as Attachment B, is the maximum amount due CONTRACTOR under this Contract. The Contract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by CONTRACTOR.

- C.2. Payment Methodology. CONTRACTOR will be reimbursed for actual, reasonable, and necessary costs based upon the Contract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Contract, CONTRACTOR must submit invoices prior to any reimbursement of allowable costs.
- C.3. Travel Compensation. Reimbursement to CONTRACTOR for travel, meals, or lodging, if any, will be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and will be contingent upon and limited by the Contract Budget funding for said reimbursement.
- C.4. Invoice Requirements. Utilizing the template provided by GNRC, CONTRACTOR must invoice GNRC as described in the requirements below. Invoices should include all necessary supporting documentation and be presented to [Accounting@gnrc.org](mailto:Accounting@gnrc.org).
- a. CONTRACTOR's invoices must:
- (1) be submitted to [Accounting@gnrc.org](mailto:Accounting@gnrc.org) with necessary supporting documentation quarterly no later than the 8<sup>th</sup> of the month following the end of the quarter;
  - (2) be completed on the template provided to CONTRACTOR by GNRC;
  - (3) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and must be subject to the Contract Budget and any other provision of this Contract relating to allowable reimbursements;
  - (4) be submitted only for costs incurred and not include any reimbursement request for future expenditures;
  - (5) not include CONTRACTOR's taxes, which includes without limitation CONTRACTOR's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (6) itemize the reimbursement requested for the invoice period, including, at a minimum, all of the following:
    - i. The amount requested by Contract Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Contract Budget line-item to date.
    - iii. The total amount reimbursed under the Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. CONTRACTOR must include with any invoice a financial report on the template provided by GNRC showing all CONTRACTOR's financials.
- c. GNRC will issue reimbursement only for complete, accurate invoices received as required by this Section. GNRC may delay reimbursement due to late, incomplete, or incorrect invoices. There is no guaranteed reimbursement timeframe for invoices

- C.5. Payment of Invoice. A payment by GNRC does not prejudice GNRC's right to object to or question any reimbursement, payment, invoice, or related matter. A payment by GNRC must not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Non-allowable Costs. Any amounts payable to the CONTRACTOR will be subject to reduction for amounts included in any invoice or payment that are determined by GNRC to constitute non-allowable costs.
- C.7. Timeliness. Time is of the essence with respect to the CONTRACTOR's obligations under this Grant Contract, and it is a material term of this Grant Contract that the CONTRACTOR timely fulfill its programming and reporting obligations.

The CONTRACTOR must submit data in a timely and complete manner as detailed in Attachment A. If CONTRACTOR does not provide the required data appropriately, the CONTRACTOR will have a one-time grace period of five days. During the grace period, the CONTRACTOR must enter the required data in the database. If the CONTRACTOR does not comply during the grace period, then the CONTRACTOR's non-compliance may, at GNRC's discretion, be treated as a second event of non-compliance, and the liquidated damages described below will apply.

The CONTRACTOR understands that its failure to follow the data entry requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, the CONTRACTOR must pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. upon any failure to provide a contracted service during a month, the CONTRACTOR must pay GNRC an amount equal to 25% of the total budgeted allocation

The liquidated damages are cumulative for subsequent offenses. GNRC reserves all other rights to address CONTRACTOR non-compliance.

GNRC, in its sole reasonable discretion, may consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

- C.8. GNRC's Right to Set Off. GNRC reserves the right to set off or deduct from amounts that are or will become due and payable to the CONTRACTOR under this Contract or under any other agreement between the CONTRACTOR and GNRC under which the CONTRACTOR has a right to receive payment from GNRC.
- C.9. Prerequisite Documentation. The CONTRACTOR must not invoice GNRC under this Contract until GNRC has received the following documentation.
- a. The "Authorization Agreement for Automatic Deposit Form" provided by GNRC. By doing so, the CONTRACTOR acknowledges and agrees that, once this form is received by GNRC, payments to the CONTRACTOR, under this or any other contract the CONTRACTOR has with GNRC, may be made by ACH.

- b. A W-9 form. The taxpayer identification number on the W-9 form must be the same as the CONTRACTOR's Federal Employer Identification Number or Social Security Number provided in CONTRACTOR's response to any requests for proposals.
- C.10. Final Invoice and Close Out. CONTRACTOR must submit any final invoice within thirty days of the conclusion of the Term, in form and substance acceptable to GNRC. CONTRACTOR must submit an estimated final invoice by the 8th of the month following the conclusion of the Term.
- a. If total disbursements by GNRC pursuant to this Contract exceed the amounts permitted by this Contract, CONTRACTOR must refund the difference to GNRC. CONTRACTOR must submit the refund with the final invoice.
- b. GNRC will not pay any invoice submitted to GNRC later than thirty days after the conclusion of the Term.
- d. CONTRACTOR 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.11. Contractor Match. CONTRACTOR must document any required match on the supporting documentation provided with the monthly and final invoices, as detailed in Section C. The amounts required for match are detailed by the column(s) titled "Contractor Match," found in Attachment B.
- a. Each CONTRACTOR expenditure may be recorded and reported toward meeting a Contractor match requirement on only one contract for funding from the state of Tennessee.
- b. If the CONTRACTOR fails to meet a Contractor match requirement by the end of the Term, the maximum total amount reimbursable by GNRC pursuant to this Contract, as detailed by the Contract Budget column "Contract," will be reduced by the amount that CONTRACTOR failed to contribute to the Total Project as budgeted.
- C.12. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The Contract Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.13. Budget Line-items. Expenditures, reimbursements, and payments under this Contract must adhere to the Contract Budget. The CONTRACTOR may vary from a Contract Budget line-item amount by up to twenty percent of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances does not increase the total Contract amount detailed by the Contract Budget. The net result of any changes to Contract Budget line-item amounts without amendment must not result in funding for a line-item that was previously funded at \$0.00. Any increase in the Contract Budget, grand total amounts must be made by amendment to this Contract.
- C.14. Indirect Cost. CONTRACTOR will not be reimbursed for indirect costs under this Contract.
- C.15. Cost Allocation. If any part of the costs to be reimbursed under this Contract are joint costs involving allocation to more than one program or activity, such costs must be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

[THIS SPACE INTENTIONALLY BLANK]



**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. GNRC is not bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws, regulations, and bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract must be in writing and must be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with receipt confirmation. All communications, regardless of method of transmission, must be addressed to the respective Party at the appropriate mailing address, or email address.

CONTRACTOR:  
 GENA BATTS  
 CENTER DIRECTOR  
 233 TENNESSEE WALTZ PARKWAY, SUITE 103, PO BOX 36  
 ASHLAND CITY, TN 37015  
 GBATTS@ASHLANDCITYTN.GOV  
 615-792-3629

GNRC:  
 MICHAEL SKIPPER  
 EXECUTIVE DIRECTOR  
 44 VANTAGE WAY, SUITE 450  
 NASHVILLE, TN 37228  
 EMAIL: MSKIPPER@GNRC.ORG CC: SFOWLER@GNRC.ORG  
 PHONE: 615-682-6628

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Assignment and Subcontracting. CONTRACTOR must not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of GNRC. Notwithstanding any use of the approved subcontractors, CONTRACTOR must be the prime contractor and responsible for compliance with all terms and conditions of this Contract.
- D.5. Monitoring. CONTRACTOR understands and agrees that all activities conducted and records maintained pursuant to this Contract are subject to monitoring and evaluation by GNRC as well as other entities including without limitation the Tennessee Department of Disability and Aging, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.6. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract must not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract may be held to be waived, modified, or deleted except by a written amendment signed by the Parties to this Contract.
- D.7. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract must not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract may be construed to create an employer/employee relationship or to allow either party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.

- D.8. Tennessee Department of Revenue Registration. CONTRACTOR must comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.9. Force Majeure. The obligations of the Parties 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.10. State and Federal Compliance. The CONTRACTOR must comply with all applicable state and federal laws and regulations in the performance of this Contract. This includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964.
- D.11. Governing Law. This Contract must be governed by and construed in accordance with the laws of the state of Tennessee. The Parties agree that they are subject to the exclusive jurisdiction of the courts of the state of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.12. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.13. Severability. The terms and conditions of this Contract are severable. If any provision is determined to be invalid or unenforceable, the remaining provisions will not be affected and remain in full force and effect.
- D.14. Headings. Section headings of this Contract are for reference purposes only and must not be construed as part of this Contract.
- D.15. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with attachments and exhibits;
  - c. RFP-2022-03, with any addenda and updates provided by GNRC; and
  - d. CONTRACTOR's response to RFP-2022-03.
- D.16. Intentionally omitted.
- D.17. Subject to Funds Availability. This Contract is subject to the appropriation and availability of state or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, GNRC reserves the right to terminate this Contract upon written notice to CONTRACTOR. GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by GNRC. Upon receipt of the written notice, CONTRACTOR must cease all work associated with the Contract. Should such an event occur, CONTRACTOR will be entitled to compensation for all

satisfactory and authorized services completed as of the termination date. Upon such termination, CONTRACTOR will have no right to recover from GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.18. Licensure. CONTRACTOR, its employees, and any approved subcontractor must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and must upon request provide proof of all licenses.
- D.19. Limitation of GNRC's Liability. GNRC is not liability except as specifically provided in this Contract. In no event will GNRC be liable to CONTRACTOR or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. GNRC's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise will under no circumstances exceed the Maximum Liability established in Section C.1 of this Contract. This limitation of liability is cumulative and not per incident.
- D.20. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.
- D.21. Confidentiality of Records. Strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to CONTRACTOR by GNRC or acquired by CONTRACTOR on behalf of GNRC that is regarded as confidential under state or federal law must be regarded as "Confidential Information." Nothing in this Section permits CONTRACTOR to disclose any Confidential Information, regardless of whether it has been disclosed or made available to CONTRACTOR due to intentional or negligent actions or inactions of agents of GNRC or third parties. Confidential Information must not be disclosed except as required or permitted under state or federal law. CONTRACTOR must 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 will survive the termination of this Contract.
- D.22. Intentionally omitted.
- D.23. Personally Identifiable Information. While performing its obligations under this Contract, CONTRACTOR may have access to Personally Identifiable Information held by GNRC ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). CONTRACTOR agrees to not do or omit to do anything which would cause GNRC to be in breach of any Privacy Laws. CONTRACTOR must, and must cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to CONTRACTOR and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. CONTRACTOR must immediately notify GNRC: (1) of any disclosure or use of any PII by CONTRACTOR or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to CONTRACTOR or its employees, agents and

representatives where the purpose of such disclosure is not known to CONTRACTOR or its employees, agents and representatives. GNRC reserves the right to review CONTRACTOR's policies and procedures used to maintain the security and confidentiality of PII and CONTRACTOR must, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from GNRC to enable GNRC to verify or ensure that CONTRACTOR is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at GNRC's direction at any time in its sole discretion, whichever is earlier, CONTRACTOR must immediately return to GNRC any and all PII which it has received under this Contract and must destroy all records of such PII. CONTRACTOR must report to GNRC any instances of unauthorized access to or potential disclosure of PII in the custody or control of CONTRACTOR ("Unauthorized Disclosure") that come to CONTRACTOR's attention. Any such report must be made by CONTRACTOR within 24 hours after the Unauthorized Disclosure has come to the attention of CONTRACTOR. CONTRACTOR must take all necessary measures to halt any further Unauthorized Disclosures. CONTRACTOR, at the sole discretion of GNRC, must provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. CONTRACTOR must bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to GNRC under this Contract or otherwise available at law. The obligations set forth in this Section survive the termination of this Contract.

D.24. Transfer of CONTRACTOR's Obligations. CONTRACTOR must not transfer or restructure its operations related to this Contract without the prior written approval of GNRC. CONTRACTOR must immediately notify GNRC in writing of a proposed transfer or restructuring of its operations related to this Contract. GNRC reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

D.25 Prohibited Advertising. CONTRACTOR must not refer to this Contract or CONTRACTOR's relationship with GNRC under this Contract in commercial advertising in such a manner as to state or imply that CONTRACTOR or the CONTRACTOR's goods or services are endorsed. The obligations set forth in this Section survive the termination of this Contract.

## **E. FEDERALLY AND STATE-REQUIRED TERMS AND CONDITIONS**

E.1. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Contract

E.2. Termination for Convenience. GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by GNRC. GNRC will give CONTRACTOR at least 30 days written notice before the effective termination date. CONTRACTOR shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to CONTRACTOR for compensation for any service that has not been rendered. The final decision as to the amount for which GNRC is liable shall be determined by GNRC. CONTRACTOR shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for GNRC's exercise of its right to terminate for convenience.

E.3. Termination for Cause. If CONTRACTOR fails to properly perform its obligations under this Contract, or if CONTRACTOR violates any terms of this Contract, GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of GNRC's right to terminate this Contract for cause, CONTRACTOR shall not be relieved of liability to GNRC for damages sustained by virtue of any breach of this Contract by CONTRACTOR.

E.4. Conflicts of Interest. CONTRACTOR warrants that no part of the total Maximum Liability shall be paid directly or indirectly to an employee or official of the state of Tennessee or GNRC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

E.5. Lobbying.

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) CONTRACTOR 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance

CONTRACTOR states, to the best of his or her knowledge and belief, that:

- i. If any 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 commitment provided for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E.6. Nondiscrimination. CONTRACTOR 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 Contract or in the employment practices of CONTRACTOR 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. CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.7. Public Accountability. If CONTRACTOR is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by CONTRACTOR on behalf of GNRC, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive Contract supported services, a sign at least 11" in height and 17" in width stating:

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

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

E.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by CONTRACTOR in relation to this Contract shall include the statement, "This project is funded under a contract with the State of Tennessee." All notices by CONTRACTOR in relation to this Contract shall be approved by GNRC.

E.9. Records. CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this 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 full years from the date of the final payment. CONTRACTOR's records shall be subject to audit at any reasonable time and upon reasonable notice by GNRC, the SUA, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

CONTRACTOR shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system.

CONTRACTOR shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- E.10. Debarment and Suspension. CONTRACTOR certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three-year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.11. Prohibition of Illegal Immigrants.
- a. CONTRACTOR agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. CONTRACTOR shall reaffirm this attestation by submitting to GNRC a completed Attestation, included as Attachment D, semi-annually during the Term. If CONTRACTOR is a party to more than one contract with GNRC, CONTRACTOR may submit one attestation that applies to all contracts with GNRC. All CONTRACTOR attestations shall be maintained by CONTRACTOR and made available to GNRC upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, CONTRACTOR shall obtain and retain a current, written Attestation that the subcontractor will not knowingly utilize the services of an illegal immigrant to perform work under this Contract and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by CONTRACTOR and made available to GNRC upon request.

- c. CONTRACTOR shall maintain records for all personnel used in the performance of this Contract. CONTRACTOR's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by GNRC and SUA.
  - d. CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; or (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.
- E.12. Equal Opportunity. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.
- E.14. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. CONTRACTOR 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.15. State Sponsored Insurance Plan Enrollment. CONTRACTOR warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with GNRC unless CONTRACTOR first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.
- E.16. Work Papers Subject to Review. CONTRACTOR shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.17. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.18. Intentionally omitted.
- E.19. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires CONTRACTOR to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. CONTRACTOR is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that CONTRACTOR provides information to the state of Tennessee as required.

CONTRACTOR shall comply with the following:

- a. Reporting of Total Compensation of CONTRACTOR's Executives.



- (1) CONTRACTOR shall report the names and total compensation of each of its five most highly compensated executives for CONTRACTOR's preceding completed fiscal year, if in CONTRACTOR's preceding fiscal year it received:
- i. 80 percent or more of CONTRACTOR's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total Compensation means the cash and noncash dollar value earned by the Executive during CONTRACTOR's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. CONTRACTOR must report Executives' Total Compensation described above to the state of Tennessee by the end of the month during which this Contract is established.

- c. If this Contract is amended to extend its term, CONTRACTOR must submit an Executive Total Compensation report to the state of Tennessee by the end of the month in which the amendment to this Contract becomes effective.
- d. CONTRACTOR will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

**AGREED:**

**TOWN OF ASHLAND CITY – THRIVE 55+ ASHLAND CITY**

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JT SMITH, MAYOR OF ASHLAND CITY

Date

**GREATER NASHVILLE REGIONAL COUNCIL**

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MICHAEL SKIPPER, EXECUTIVE DIRECTOR

Date

**Attachment A**

**Senior Center Services for Older and Disabled Adults  
Greater Nashville Regional Council Scope of Services for Town of Ashland City – Thrive 55+  
Ashland City**

**1.0 GENERAL****1.1. DEFINITIONS**

For the purpose of this Scope of Services:

- **“GNRC”** refers to The Greater Nashville Regional Council
- **“Contractor”** refers to Town of Ashland City – Thrive 55+ Ashland City, a Tennessee governmental entity
- **“Contract”** refers to Contract # 2025-05 between GNRC and Contractor. This Scope of Services is incorporated into the Contract
- **“Contractor’s Designee”** refers to the individual designated by Contractor to be responsible for ensuring compliance with the Contract
- **“SUA”** refers to the Tennessee Department of Disability and Aging, in its capacity as the designated State Unit on Aging under the Older Americans Act
- **“SUA Database”** refers to Mon Ami, accessible from app.monami.io, or any successor product required by the SUA
- **“Senior Center”** refers to the community facility at which services under the Contract are provided
- **“Senior Center Data”** refers to participant information and service delivery program information
- **“Older Adult Participant”** refers to adults aged sixty and over who is a participant, member, or attendee of the Contractor’s Senior Center services and programs
- **“Quality Assurance”** refers to the process in which GNRC ensures that its programs and services are compliant with contractual obligations and program expectations and that contractors and grantees are fulfilling their obligations

**1.2. BACKGROUND AND OBJECTIVES**

The purpose of the Contract is for Contractor to operate a Senior Center. The Senior Center should aim to facilitate the social, emotional, and physical well-being of adults aged sixty and over as a part of a comprehensive and coordinated system of community-based services and activities. Services provided include health (including mental and behavioral health), social, nutritional, and educational services.

GNRC distributes funding to community facilities capable of providing a broad spectrum of services and a facility for recreational activities to older adults, adults with disabilities, and their caregivers through senior center services. Contractors must submit all reports to GNRC as specified in this Scope of Services to receive reimbursement for services rendered.

The planning and service area for the GNRC includes Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.

Funding sources include federal Older Americans Act Title IIIB Supportive Services funds, and State of Tennessee Senior Center Operations funds. Federal and state funds provided through a contract with GNRC may be expended only for services authorized by that contract.

**1.3. PREREQUISITES**

Prior to performing any work under this Contract, Contractor must meet the following criteria:

- A. Be eligible to conduct business in the state of Tennessee and in the relevant city or county.
- B. Be one of the following:
  - 1. Chartered in the State of Tennessee as a non-profit corporation; or
  - 2. A division of a city or county government
- C. Be either:
  - 1. A single-purpose agency with programs and activities designed and operated only for the benefit of adults aged sixty and over; or  
  
A multi-purpose agency with a broad spectrum of services, including but not limited to provision of health, social, nutritional, and educational services, as well as the provision of facilities for recreational activities for adults aged sixty and over.

**1.4. PREREQUISITE DOCUMENTATION**

Contractor must submit the following documentation in order to be eligible for reimbursement under this Contract.

- A. All financial documentation detailed in section C.8 of the Contract.
- B. Documentation of required insurance as detailed in section D.16 of the Contract, if applicable.
- C. If Contractor is a not-for-profit organization, a copy of Contractor's bylaws

**1.5. COMPLIANCE GUIDELINES**

- A. Contractor must have a policy in place to ensure that personnel or volunteers who have contracted any infectious illness or disease do not provide in-person services to any Older Adult Participants until they are without symptoms.
- B. Contractor must notify Adult Protective Services and GNRC about any potentially unsafe or hazardous conditions, or suspicions of abuse, neglect, or exploitation that may place the client, case managers, aides, or any other persons in imminent danger.
- C. Contractor must:
  - 1. Inform older individuals and their family caregivers of their right to file a grievance if they are dissatisfied with or denied services related to this Contract
  - 2. Provide them with a copy of GNRC's required grievance procedures; and

3. Follow the GNRC-required grievance procedures.
- D. Contractor must comply with the administrative, program, and fiscal requirements contained in all applicable SUA policies, procedures, and Program Instructions, as well as any applicable federal and state laws, regulations, and rules. The Tennessee Commission on Aging and Disability, *Program and Policy Manual Chapter 6: Senior Center* (2019), is available at <https://www.tn.gov/aging/administration/program-and-policy-manual.html>.
- E. Contractor must comply with the GNRC-issued *Senior Center Guide*, which is distributed at provider orientation, when updated, and upon request.

## 2.0. PERSONNEL

### 2.1 PERSONNEL FILES

- A. Contractor must complete background checks on employees, subcontractors, and volunteers as required by TCA § 52-2-1002 or any successor authority. Required background checks must be conducted prior to the employee, subcontractor, or volunteer having direct contact with or assuming direct responsibility for the Older Adult Participant. "Direct responsibility" includes anyone who supervises persons who have direct contact with Older Adult Participant, even if the supervisors themselves do not have direct contact.
- B. Contractor must document and maintain personnel files for each Contractor staff or volunteer who has access to Contractor data or who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of Older Adult Participants. At minimum, personnel files must contain the following:
  1. A statement of any prior convictions
  2. Confidentiality statement renewed and signed annually.
  3. Current job description
  4. Results of employment history and personal reference checks
  5. Results of any required background checks
  6. Results of any other requested checks
  7. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by a representative of Contractor.
  8. Evidence of orientation and training
  9. Annual documentation of flu vaccine or declination

### 2.2. KEY PERSONNEL AND ORGANIZATIONAL POLICY

- A. If Contractor is a chartered not-for-profit corporation, Contractor must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of Contractor and the Senior Center's policy and procedures, programs, and services. The bylaws must include the roles and

responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities.

- B. If Contractor is a governmental entity, the following apply:
1. Contractor must have policies and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.
  2. Contractor must ensure that the Senior Center operates in accordance with Contractor's policy and procedures.
  3. Contractor must have documented policies and procedures addressing the aforementioned administrative and fiscal policies that govern the operation and management of the Senior Center. These fiscal policies must include procedures for:
    - a. Developing and approving the budget;
    - b. Handling cash and providing receipts;
    - c. Check writing and disbursements;
    - d. Purchasing;
    - e. Petty cash disbursement and replenishment;
    - f. Bank reconciliation;
    - g. Program income; and
    - h. Voluntary Contribution.
- C. Contractor must not discriminate on the basis of race, sex, national origin, religion, presence of disability, or any other class protected by law and must have written policies documenting the same. Contractor must adhere to Title VI of the Civil Rights Act of 1964 and must adopt written policies to implement its protections

### 2.3. TRAINING

- A. Contractor must require staff and volunteers to participate in training relevant to their major job responsibilities and in GNRC- and SUA-designated training, including Title VI training, when appropriate.
- B. Contractor's Designee must attend and participate in the semiannual mandatory meetings and training, including Title VI training, hosted by GNRC.

### 2.4. PERSONNEL CONDUCT

- A. Contractor must not collect the Social Security number of any Older Adult Participant.
- B. Contractor must not deny any Older Adult Participant access to, or provision of any service provided through GNRC funding because of non-payment of membership dues.
- C. Non-coercive solicitation of voluntary contributions is allowed. These contributions must be considered program income, must be reported to GNRC, and must be expended during the budget year in which it is received. Program income must be used to expand the service for which the contribution was given and not replace federal funding.

- D. Outside of allowable voluntary contributions and membership dues, no staff, volunteers, or guests (such as vendors) of the Senior Center may sell any type of merchandise or service to Older Adult Participants; nor may they seek to encourage the acceptance of any particular belief or philosophy by any Older Adult Participant.

### **3.0. SECURITY**

Contractor must treat all Senior Center Data as confidential as described in the contract, including without limitation sections D.21. and D.23 of the Contract. Contractor must ensure that Senior Center Data is filed securely and accessed or shared according to the minimum necessary rule.

### **4.0. LOCATION OF SERVICE**

#### **4.1. HOURS OF OPERATION**

The Senior Center must be open to the public at least four days per week for at least four hours per day.

#### **4.2. FACILITY REQUIREMENTS**

- A. The Senior Center must have public areas that are accessible for participants with limited mobility, including those participants using canes, walkers, or wheelchairs. Public areas include but are not limited to parking lots, entrances, restrooms, and activity spaces.
- B. Contractor must post notices of nondiscrimination policies in conspicuous places within the Senior Center that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.
- C. Contractor must post the following in a conspicuous place that is available to all Older Adult Participants within the Senior Center:
1. Senior Center Participant Grievance Procedures
  2. Title VI Civil Rights Notice
  3. Equal Employment Opportunity Poster
  4. Public Accountability Poster (800# TN Comptroller's Office)
  5. Call 911 for Emergency
  6. Location of First Aid Kits, Fire Extinguishers, and other supplies
  7. Monthly Calendar of Events

### **5.0. SERVICES**

#### **5.1. PROVISION OF SERVICES**

Through its operation of the Senior Center, Contractor must provide telephone reassurance and should strive to provide one or more of the following services at the Senior Center:

- A. Health education
- B. Education/training
- C. Health screening
- D. Physical fitness/exercise

E. Recreation

**5.2. CONDUCTING SERVICES**

- A. Contractor must record participant information using the questions on the Participant Registration Form located in the SUA Database.
- B. Contractor must not exclude any person from participation in, deny any person benefits of, or subject any person to discrimination in the performance of services or in the employment practices of Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by law. Contractor must comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, civil rights laws.
- C. Contractor must allow a GNRC State Health Insurance Assistance Program (SHIP) representative to present SHIP information at the Senior Center to participants twice per fiscal year. Wherever practicable, one event should be scheduled to take place within the first six months of the contract year (July - December), with the second event to take place within the last six months of the contract year (January – June).

**5.3. SERVICE REPORTING AND TIMELINES**

- A. Contractor must record Older Adult Participant information on the Participant Registration Form, maintain the information on file, and record the information in the SUA Database.
- B. Contractor must submit Senior Center Data to GNRC at least quarterly by the eighth of the month following the end of the quarter.
- C. Contractor must administer a Satisfaction Survey and the results must be submitted to GNRC annually.

**5.4. SERVICE RECORD KEEPING**

Contractor must retain records as detailed in section E.9. of the Contract.

**6.0. QUALITY ASSURANCE**

Quality Assurance (QA) is an ongoing process that involves GNRC, Older Adult Participants, the SUA and Contractor. The purpose of QA is to monitor compliance with the Contract in order to ensure that all Older Adult Participants receive services from qualified Contractors. GNRC QA staff review documents for accuracy and monitor for compliance with contractual, federal and state quality standards. GNRC QA staff frequently communicate with Contractor to offer program orientation, provide recurring training, schedule monitoring, and review incident or complaint reports involving Senior Centers.

- A. Contractor must respond to requests for information from GNRC and the SUA in a timely manner.
- B. Contractor will be subject to an in-person program monitoring visit at least once annually at the Senior Center. Contractor is required to submit all requested documents electronically prior to the onsite visit. Contractor must submit an acceptable and detailed Plan of Compliance for any findings of noncompliance issued by GNRC.

GNRC reserves the right to conduct additional visits as necessary to assist Contractor in achieving and maintaining compliance with the required standards. Failure to cooperate with the monitoring process may result in the termination of the Contract.



**Attachment A Cont.**

**Disease Prevention and Health Promotion Services for Older and Disabled Adults  
Greater Nashville Regional Council Scope of Services for Town of Ashland City – Thrive 55+  
Ashland City**

**1.0 GENERAL****1.1 DEFINITIONS**

For the purpose of this Scope of Services:

- **“GNRC”** refers to The Greater Nashville Regional Council
- **“Contractor”** refers to Town of Ashland City – Thrive 55+ at Ashland City, a Tennessee governmental entity
- **“Contract”** refers to Contract # 2025-05 between GNRC and Contractor. This Scope of Services is incorporated into the Contract
- **“Contractor’s Designee”** refers to the individual designated by the Contractor to be responsible for ensuring compliance with the Contract
- **“SUA”** refers to the Tennessee Department on Disability and Aging, in its capacity as the designated State Unit on Aging under the Older Americans Act
- **“SUA Database”** refers to Mon Ami, accessible from app.monami.io, or any successor product required by the SUA
- **“Older Adult Participant”** refers to participants, members or attendees who are aged 60 and older
- **“Quality Assurance”** refers to the process by which GNRC ensures that its programs and services are compliant with contractual obligations and program expectations and that contractors and grantees are fulfilling their obligations

**1.2. BACKGROUND AND OBJECTIVES**

The purpose of the Contract is for the Contractor to arrange for the provision of disease prevention and health promotion programs, which have been approved by operating division of the federal Health and Human Services, for adults aged sixty or older within the GNRC service area. The planning and service area for GNRC includes Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.

GNRC reimburses certain eligible expenses for programs that have been proven to improve health and well-being or reduce risk of injury, disease, or disability among older adults. Only programs that meet the definition of an “evidenced-based program” as defined by the Administration for Community Living (ACL) are eligible for Title III-D funding. These programs are referred to, often interchangeably, as Health Promotion and Disease Prevention or Evidence-Based programs. Contractor will submit all reports to GNRC as specified in this Scope of Services to receive reimbursement for services rendered.

The funding source for services provided is federal Older Americans Act (OAA) Title III-D Health Promotion and Disease Prevention funds. Federal and state funds provided through a contract with GNRC will be expended only for services authorized by that contract.

**1.3. PREREQUISITES**

Prior to performing any work under this Contract, Contractor must be registered and in good standing with the Tennessee Secretary of State, if applicable.

**1.4. PREREQUISITE DOCUMENTATION**

Contractor must submit the following documentation in order to be eligible for reimbursement under the Contract.

- A. Contractor must provide all financial documentation detailed in section C.8 of the Contract.
- B. Contractor must submit documentation of required insurance as detailed in section D.16 of the Contract
- C. If required in order to maintain the Contractor's entity status, Contractor will submit an annual report to the Secretary of State and to GNRC. If Contractor is a non-profit organization, they will also submit a copy of the agency's 990 tax form.
- D. If the Contractor's business is organized any way other than a sole proprietorship, Contractor must provide a copy of partnership agreement, operating agreement, or bylaws, depending on the business structure.
- E. Unless this Contract also includes the provision of Senior Center Services, Contractor must notify GNRC electronically at the beginning of each Contract term the counties in which Contractor intends to operate. This service area must be approved in writing by GNRC prior to the provision of any services by Contractor. Written approval from GNRC must be received prior to the Contractor's implementation of any changes in service area.

**1.5. COMPLIANCE GUIDELINES**

- A. Contractor must have a policy in place to ensure that personnel or volunteers who have contracted any infectious illness or disease do not provide in-person services to any Older Adult Participants until they are without symptoms.
- B. Contractor must ensure that notices of nondiscrimination policies are posted in conspicuous places that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.
- C. Contractor must report any abuse, neglect, or exploitation directly to Adult Protective Services, as required by law, as well as submit reports about incidences and action taken to GNRC.
- C. Contractor must:
  - 1. Inform older individuals and their family caregivers of their right to file a grievance if they are dissatisfied with or denied services related to this Contract
  - 2. Provide them with a copy of GNRC's required grievance procedures; and
  - 3. Follow the GNRC-required grievance procedures.
- E. All Disease Prevention and Health Promotion Programs must be consistent with OAA rules and regulations and must meet ACL definitions of an Evidence-Based Program.
- F. Contractor must comply with the administrative, program, and fiscal requirements contained in all applicable SUA policies, procedures and Program Instructions, as well as any applicable federal and state laws, rules, and regulations. The Tennessee

Commission on Aging and Disability, *Program and Policy Manual Chapter 17: Title III-D Health Promotion and Disease Prevention (2020)*, is available at <https://www.tn.gov/aging/administration/program-and-policy-manual.html>

- G. Contractor must comply with the GNRC-issued *Provider Guide*, which is distributed at provider orientation, when updated, and upon request.

## 1.6. REFERENCE DOCUMENTS

The following documents may be helpful to Contractor in performing the work described in this document:

- A. Administration for Community Living, *Health Promotion (2023)*, <https://acl.gov/programs/health-wellness/disease-prevention>
- B. National Council on Aging, *Find an Evidence-Based Program (2024)*, <https://www.ncoa.org/evidence-based-programs>

## 2.0 PERSONNEL

### 2.1. BACKGROUND CHECKS

Contractor must complete background checks on employees, subcontractors, and volunteers as required by TCA § 52-2-1002 or any successor authority. Required background checks must be conducted prior to the employee, subcontractor, or volunteer having direct contact with or assuming direct responsibility for the Older Adult Participant. "Direct responsibility" includes anyone who supervises persons who have direct contact with Older Adult Participant, even if the supervisors themselves do not have direct contact.

### 2.2. TRAINING

Contractor must require staff and volunteers to participate in training relevant to their major job responsibilities, such as training required to receive and maintain the credentials to offer the approved disease prevention and health promotion programs, and in GNRC- and SUA-designated training, including Title VI training, when appropriate.

### 2.3. PERSONNEL CONDUCT

- A. Contractor must not collect the Social Security number of any Older Adult Participant.
- B. Contractor must not exclude any person from participation in, deny any person benefits of, or subject any person to discrimination in the performance of services or in the employment practices of the agency or organization on the grounds of any classification protected by federal, Tennessee state constitutional, or statutory law.
- C. Non-coercive solicitation of voluntary contributions is allowed. These contributions must be considered program income, must be reported to GNRC, and must be expended during the budget year in which it is received. Program income must be used to expand the service for which the contribution was given and not replace federal funding.
- D. Outside of voluntary contributions and membership dues, no staff, volunteers, or guests (such as vendors) of the Contractor may sell any type of merchandise or service to Older Adult Participants; nor may they seek to encourage the acceptance of any particular belief or philosophy by any Older Adult Participant.

## 3.0. SECURITY

Contractor must treat all participant information as confidential as described in the contract, including without limitation sections D.21. and D.23 the Contract. Contractor must ensure that participant information is filed securely and accessed or shared according to the minimum necessary rule.

**4.0. SERVICES****4.1. PROVISION OF SERVICES**

Prior to the implementation of any programs, Contractor must submit the following information to GNRC for approval of the disease prevention and health promotion program(s) selected.

- A. Proposed program name/topic
- B. Program description
- C. Training received or proposed
- D. Proposed schedule
- E. Proof of all program certifications
- F. Plan to recruit participants

**4.2. CONDUCTING SERVICES**

Contractor must ensure the following are posted in a conspicuous place that is available to all Older Adult Participants:

- A. Participant Grievance Procedures
- B. Title VI Civil Rights Notice
- C. Equal Employment Opportunity Poster
- D. Public Accountability Poster (800# TN Comptroller's Office)
- E. Call 911 for Emergency
- F. Location of First Aid Kits, Fire Extinguishers, and other supplies
- G. Monthly Calendar of Events

**4.3. SERVICE REPORTING AND TIMELINES**

A. Contractor must record Older Adult Participant information on the Participant Registration Form, maintain the information on file, and record the information in the SUA Database on or before the tenth day of the following month. Program information inputted should include:

- 1. County
- 2. Name of Program
- 3. Total Number of Sessions

B. Contractor must submit reports every state FY quarter to GNRC. This report must include:

- 1. Names of trainers who lead classes/workshops. Indicate if the trainer is new to Contractor or program
- 2. Total number of participants.

For workshops with finite number of sessions, this report should also include:

1. Start and end dates of the workshops
2. Number of participants in each workshop.

4.4. **SERVICE RECORD KEEPING**

Contractor must retain records as detailed in section E.9 of the Contract.

5.0 **QUALITY ASSURANCE**

Quality Assurance (QA) is an ongoing process that involves GNRC, Older Adult Participants, the SUA and Contractor. The purpose of QA is to monitor compliance with the Contract in order to ensure that all Older Adult Participants receive services from qualified Contractors. GNRC QA staff review documents for accuracy and monitor for compliance with contractual, federal and state quality standards. GNRC QA staff frequently communicate with Contractor to offer program orientation, provide recurring training, schedule monitoring, and review incident or complaint reports involving Contractors.

- A. Contractor must respond to requests for information from GNRC and the SUA in a timely manner.
- B. Contractor will be subject to an in-person program monitoring visit at least once annually. Contractor is required to submit all requested documents electronically prior to the onsite visit. Contractor must submit an acceptable and detailed Plan of Compliance for any findings of noncompliance issued by GNRC.

GNRC reserves the right to conduct additional visits as necessary to assist Contractor in achieving and maintaining compliance with the required standards. Failure to cooperate with the monitoring process may result in the termination of the Contract.

**ATTACHMENT B**

<b>CONTRACT BUDGET</b>		
Senior Center Services		
The contract budget line-item amounts below are applicable only to expenses incurred during the following period: <b>BEGIN: July 1, 2024</b> <b>END: June 30, 2025</b>		
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY</b>	<b>CONTRACT AMOUNT</b>
1. 2	Salaries, Benefits & Taxes	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00
13	Interest	\$ 0.00
14	Insurance	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00
17	Depreciation	\$ 0.00
18	Other Non-Personnel	\$54,247.00
20	Capital Purchase	\$ 0.00
22	Indirect Cost	\$ 0.00
24	In-Kind Expense	\$ 0.00
25	<b>TOTAL CONTRACTED</b>	<b>\$54,247.00</b>
	<b>TOTAL CONTRACTOR MATCH</b>	\$19,805.22
	<b>PROJECT TOTAL</b> (Includes Contractor Match)	<b>\$74,052.22</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**CONTRACT BUDGET LINE-ITEM DETAIL:**  
Senior Center Services

<b>OTHER NON-PERSONNEL</b>	<b>CONTRACT AMOUNT</b> (Contractor Match Not Included)
Senior Center Services	\$54,247.00
<b>TOTAL</b>	<b>\$54,247.00</b>

<b>SOURCE OF FUNDS</b>	<b>ALN</b>	<b>CONTRACT AMOUNT</b> (Contractor Match Not Included)	<b>CONTRACTOR MATCH</b>
<b>Federal Funds</b>			
Title III-B Community Support Services	93.044	\$38,747.00	\$4,305.22
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00	\$ 0.00
<b>State Funds</b>			
State Senior Centers Operations		\$15,500.00	\$15,500.00
State Home delivered Meals		\$ 0.00	\$ 0.00
State Homemaker		\$ 0.00	\$ 0.00
State Caregiver		\$ 0.00	\$ 0.00
State Guardianship		\$ 0.00	\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00	\$ 0.00
<b>TOTAL</b>		<b>\$54,247.00</b>	<b>\$19,805.22</b>





**CONTRACT BUDGET LINE-ITEM DETAIL:**  
Evidence Based Programming

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>CONTRACT AMOUNT</b> (Contractor Match Not Included)
Certified Program Instruction	\$6,600.00
<b>TOTAL</b>	<b>\$6,600.00</b>

<b>SOURCE OF FUNDS</b>	<b>ALN</b>	<b>CONTRACT AMOUNT</b> (Contractor Match Not Included)	<b>CONTRACTOR MATCH</b>
<b>Federal Funds</b>			
Title III-B Community Support Services	93.044	\$ 0.00	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$15,000.00	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00	\$ 0.00
<b>State Funds</b>			
State Senior Centers Operations		\$ 0.00	\$ 0.00
State Home delivered Meals		\$ 0.00	\$ 0.00
State Homemaker		\$ 0.00	\$ 0.00
State Caregiver		\$ 0.00	\$ 0.00
State Guardianship		\$ 0.00	\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00	\$ 0.00
<b>TOTAL</b>		<b>\$15,000.00</b>	<b>\$ 0.00</b>

## Attachment C

## Federal Award Identification Worksheets for Town of Ashland City – Thrive 55+ Ashland City

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Town of Ashland City – Thrive 55+ Ashland City
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-6000239
Federal Award Identification Number (FAIN)	2401TNOASS-02
Federal award date	03/22/2024
Subaward Period of Performance Start and End Date	7/1/2024
Subaward Budget Period Start and End Date	6/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.044
Contract begin date	7/1/2024
Contract end date	6/30/2025
Amount of federal funds obligated by this Contract	See Attachment C, Budget
Total amount of federal funds obligated to the subrecipient	See Attachment C, Budget
Total amount of the federal award to the pass-through entity (GNRC)	\$1,878,300
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIB Support Services
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Town of Ashland City – Thrive 55+ Ashland City
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-6000239
Federal Award Identification Number (FAIN)	2401TNOAPH-02
Federal award date	03/22/2024
Subaward Period of Performance Start and End Date	7/1/2024
Subaward Budget Period Start and End Date	6/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.043
Grant contract's begin date	7/1/2024
Grant contract's end date	6/30/2025
Amount of federal funds obligated by this grant contract	See Attachment C, Budget
Total amount of federal funds obligated to the subrecipient	See Attachment C, Budget
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$113,600
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIID Health Promotion
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

**Attachment D**

This document must be signed and submitted semi-annually, as detailed in E.11 of the Contract.

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	2025-05
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Town of Ashland City – Thrive 55+ Ashland City
<b>EMPLOYER IDENTIFICATION NUMBER:</b>	62-6000239

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**



**BILL LEE**  
Governor

**TENNESSEE BUREAU OF INVESTIGATION**

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



**DAVID RAUSCH**  
Director

**Management Control Agreement**

**Ashland City Information Technology Division and Ashland City Police Department**

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

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

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

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

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

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

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



INTERNATIONALLY ACCREDITED SINCE 1994

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

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

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

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

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



Ashland City Information Technology Division expressly retains complete authority to set and enforce:

- 1) priorities for the operation and use of any component, circuit or computer system not herein referenced;
- 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

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

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

Relinquishing Management Control, as outlined in this agreement:

\_\_\_\_\_  
J.T. Smith, Mayor  
Ashland City, TN

\_\_\_\_\_  
Date

Accepting Management Control, as outlined in this agreement:

\_\_\_\_\_  
Kenneth Ray, Chief of Police  
Ashland City Police Department, TN

\_\_\_\_\_  
Date

Approved: Tennessee Bureau of Investigation

\_\_\_\_\_  
Kenneth Blue, CJIS Systems Officer  
Tennessee Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Rausch, Director  
Tennessee Bureau of Investigation

\_\_\_\_\_  
Date

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING A 0.34-ACRE TRACT PORTION OF PARCEL 007.02 OF CHEATHAM COUNTY TAX MAP 055C, GROUP S, LOCATED ON BOYD STREET**

**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 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 a 0.34-acre tract subdivision of parcel 055C S 007.02; 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:

A 0.34-acre tract subdivision of the parcel included on Tax Map 055C, Group S, Parcel 007.02, located on Boyd Street be rezoned from C-2 (Highway Service District) district to the R-1 (Low Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2024.

This area to be zoned R-1 is marked with an “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 June 03, 2024.

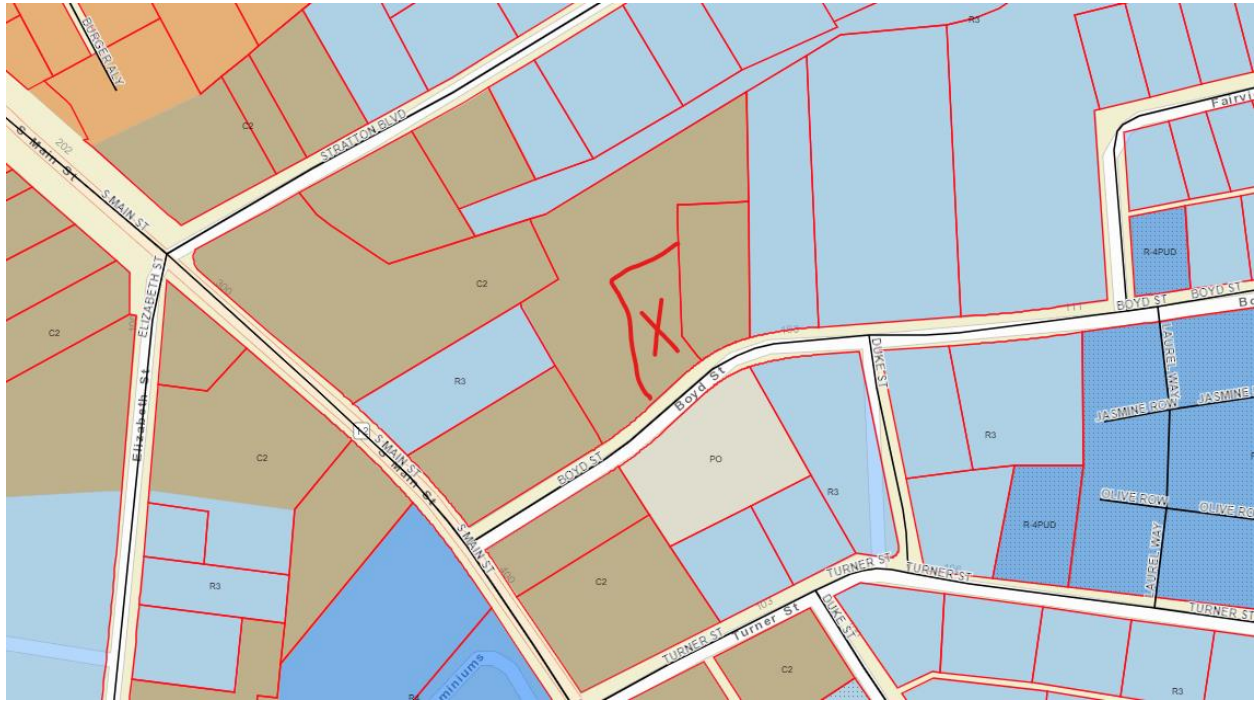
First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

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





**RESOLUTION 2024-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM**

**WHEREAS**, BlueCross BlueShield of Tennessee will invest up to \$750,000 if awarded for Healthy Place Projects; and

**WHEREAS**, the Mayor and City Council would like to apply for these grant funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE** the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “BlueCross Healthy Place Projects” reimbursement grant through BlueCross BlueShield of Tennessee.

SECTION 2: That the Town of Ashland City further authorizes AC Clark to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of July 2024 move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the Resolution.

Councilmember \_\_\_\_\_ seconded the motion.

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

Attest:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder MARY MOLEPSKE

# Jason Barnett

## Operating Back Flow License

Town of Ashland City

Public Works/Utilities

233 Tn Waltz Parkway, Suite 103

Ashland City, TN. 37015

### Agreement for Service

This document shall serve as an agreement between Jason Barnett, operating Back Flow license and The Town of Ashland City Owner for overseeing of proper procedures required by Tennessee Department Environmental of Conservation. This agreement terms and conditions: Begin July 17, 2024, we will pay Jason Barnett \$50.00 per week for the use of his license until we can hire someone or send someone to obtain the license.

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Jason Barnett

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Mayor JT Smith