



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

November 04, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Approval of the October 7, 2025, Regularly Scheduled Workshop Meeting Minutes

PUBLIC FORUM

REPORTS

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

UNFINISHED BUSINESS

- [14.](#) CONTRACT: TDOT Transportation Grant
- [15.](#) Grant Award - Thrive 55+ - Agency Tracking number 34401-99566-116 - \$ 30,000.00

NEW BUSINESS

- [16.](#) UPDATE: Wording on the Public Speaking form
17. Purchase of 108 Vine Street
18. Donation: a portion of the Rails to Trails by Tennessee Land Conservancy
- [19.](#) NASPO Value Point FMV Lease Agreement - Fire Department
- [20.](#) RESOLUTION 2025-42: Charitable Donation Policy
- [21.](#) ORDINANCE 643 - Amending the Fiscal year 2026 Budget

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

22. IROL Contract Amendment

23. MEMORANDUM OF UNDERSTANDING: Moore Life Urgent Care in Galatin

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
October 7, 2025, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

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

APPROVAL OF AGENDA

A motion was made by Councilwoman Binkley, seconded by Councilman Young, to approve the agenda with the addition of adding three (3) contracts under number twenty-three (23) and one (1) new contract under the other category. All approved by voice vote.

APPROVAL OF MINUTES

Approval of September 2, 2025, Regularly Scheduled Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the September 2, 2025, minutes. All approved by voice vote.

1. PUBLIC FORUM

Tom Morris:

Mr. Morris stated he is a resident on Boyd Street, and the 111 Boyd Street property has caused concerns over erosion and runoff flowing into a nearby creek and affecting downstream homes. Further, failed silt fencing and debris buildup have worsened conditions, and residents say the developer responds reactively. He further stated nearby high-density housing also faces ongoing runoff issues.

Kara Hastings:

Ms. Hastings stated she is a Fairview Circle resident and cited safety concerns from speeding near the school. She mentioned a recent crash, highlighted risks, and traffic from eleven (11) to fourteen (14) planned homes will increase hazards for children and limit emergency access at Boyd and Main Streets.

REPORTS

2. CITY ATTORNEY: Jennifer Noe

Ms. Noe stated she does not have anything that is not already on the agenda.

3. CITY RECORDER: Mary Molepske

Ms. Molepske stated September tasks were completed, including meeting uploads, council preparations, and public record responses. She stated she collaborated on policies, attended training and a conference, participated in bid evaluations, and updated court info. I'm finalizing procedures for the City Recorder role and will be on vacation next week with Violet Black filling in

4. CODES DEPARTMENT: Allen Nicholson

Mr. Nicholson stated in September, there were thirteen (13) permits, twenty-nine (29) inspections, and ninety (90) property maintenance cases. He further stated the department generated forty-two thousand five hundred twenty dollars and forty-six cents (\$42,520.46). He informed the board Jason Kimbrough joined as Property Maintenance Inspector. He highlighted some key updates including

deck removal at 501 Gloria Circle, a Highway 12 strip center, John's Park upgrades, Phase 2 T

bid opening, Hidden Lakes development, GIS updates, a temporary certificate of occupancy for Champion Car Wash, and work with SSR Grant Writing on a Downtown beautification grant.

5. COURT DEPARTMENT: **Cynthia Hollingsworth**

No report was made as Ms. Hollingsworth was absent from the meeting.

6. FINANCE DEPARTMENT: **Will Duffel**

Mr. Duffell stated we have conducted interviews for a vacancy in front office and further expect to make an offer later this week.

He reported a financial overview for year-to-date July through September:

- General Fund: \$ 1.3 Million budgeted \$ 2.5 Million.
- Enterprise Fund: \$ 1.2 Million budgeted \$ 1.6 Million.

Mr. Duffel further stated he will work toward providing a financial report packet with the agenda next month.

7. FIRE DEPARTMENT: **Chief Noe**

Chief Noe stated they had eight five (85) emergency calls. Further they promoted 3 Lieutenants, one for each shift: Blaine Higgins, Ernie Franklin, and Dustin Shadowens. He stated this month, the team installed car seats, recertified an officer, and participated in community events. Also, through a safety grant, thirty-eight (38) car seats and several mini-iPads were purchased. The department hosted a wellness expo, honored 9/11 public servants, and completed half of our firefighter training for 2025, with the rest planned for November. He stated thirteen (13) recruits began basic fire training, and a new training committee was formed. He reported the department also completed thirty-five (35) safety inspections.

8. HUMAN RESOURCE DEPARTMENT: **Violet Black**

Ms. Black stated two employees left and one went part-time. She reported she handled hiring, exit interviews, Title VI training, and ongoing HR matters. She further stated two new hires started, and holiday event planning is underway.

9. PARKS DEPARTMENT: **Anthony Clark**

Mr. Clark stated the 2025 Farmer's Market ended, rubber mulch was added to playgrounds, and Riverbluff Park hosted a nerf party and movie night. He also reported that the plan for Bicentennial Trail Phase 2 planning continued, and staff supported the homecoming bonfire and Music on Main which had approximately one hundred (100) vendors.

10. POLICE DEPARTMENT: **Chief Ray**

Chief Ray stated in September the department handled one thousand five hundred and eight (1,508) calls. He reported recruits began training, staff attended local law enforcement meetings, completed firearm training, and a Labor Day patrol. He stated arrests were made for park vandalism, one officer resigned, the office was repainted, events ran smoothly, and new vehicles are under review. Chief Ray further stated he will attend the International Chiefs of Police conference in Colorado.

11. PUBLIC WORKS DEPARTMENT: **Clint Biggers**

Mr. Biggers stated this month, the department completed routine meter readings, completed twenty-eight (28) cut-offs, and completed water taps for Overlook Apartments and A Storage. He stated maintenance included repairing a pressure gauge, clearing silt from lagoons, and rebuilding the Hill Road pump station. Staff attended Title VI training, met with a potential Hidden Lakes buyer, continued mowing, supported the bonfire, and Music on Main events.

12. TECHNOLOGY DEPARTMENT: **Justin Wheeler**

Mr. Wheeler reported this month, he explored Canva and Form tools, coordinated the website calendar, began Windows 11 migrations, managed Tyler permissions, addressed WWTP remote access, set up academy laptops, and continued courtroom AV upgrades.

13. THRIVE 55+ DEPARTMENT: **Tammany Carter**

Ms. Carter stated in September they served one thousand seven hundred and nineteen (1,719) members and three hundred and thirty-eight (338) meals. She stated the Health and Wellness Expo had over a hundred attendees, classes continued, a December trip filled with fifty-four (54) participants, and a draft TDOT bus contract has been received.

14. PARKS BOARD REPORT - **Councilman Smith**

Councilman Smith reported the Parks Board began the year in January and has held ten (10) this year so far including:

- Movies in the park.

- Music in the park.
- Father-Daughter Dance.
- Mother-Son Dance.
- Food Truck Mondays.
- Farmer's Market.
- Pig out in the park.
- Music on Main.
- Touch a Truck.
- Nerf Party.

He detailed the Parks Board has the following events scheduled:

- Trunk or Treat: This event will include a movie and is scheduled for 10-25-2025 at the walking park between 5 and 7 pm.
- Holiday Market: This event will include vendors and be scheduled for 11-8-2025 and 11-13-2025.
- Christmas Parade: This event will be scheduled for 12-6-2025

He stated the Parks Board was allocated a budget of \$40,000 and spent approximately \$28,500.00.

UNFINISHED BUSINESS

15. ORDINANCE 642: Rezone of Highway 12S - 2nd Reading – **ALLEN NICHOLSON**

Mr. Nicholson stated the property at 2055 Highway 12 S is being updated to reflect its correct zoning designation of C-2 as part of a cleanup of the 1998 zoning map.

16. ORDINANCE 634: Rezone - 111 Boyd Street - 2ND Reading - **ALLEN NICHOLSON**

Mr. Nicholson stated the Boyd Street development is still preliminary and not yet in-site plan review. Further, Josh Lyons, representing Martin, completed a water and sewer study confirmed by CSR Engineering. He addressed stormwater concerns, noting full plans with erosion control will follow rezoning. Martin confirmed ownership of the Stratton Blvd. property and said erosion controls were installed months ago. Councilman Smith shared resident concerns about increasing from eight to fourteen homes. Martin said they are open to reducing the number. Vice Mayor Kerrigan noted nearby R-4 PUD zoning approved in 2017 and urged consistent treatment and cleanup of visible erosion.

NEW BUSINESS

17. RESOLUTION 2025-40: THSO GRANT - Award Money Distribution to overtime line in Police Budget – **Chief Ray**

Chief Ray stated they were awarded this grant and would like money added to the overtime line in their budget.

18. RESOLUTION 2025-41: Flat rate overtime pay for overtime for Police Officers – **Chief Ray**

Chief Ray stated that many other cities compensate full-time officers by conducting saturation patrols at a rate of \$50.00 per hour and he would like to do the same.

19. CONTRACT: Senior Center used for Emergency Shelter – **Tammany Carter**

Ms. Carter stated that this contract allows the Red Cross to use the Thrive 55 Center as an emergency shelter location and is a contract renewal. Further, the Red Cross does not pay for the use of the facility.

20. Certificate of Compliance - High 5 Liquor and Vape LLC. – **City Attorney, Jennifer Noe**

Ms. Noe stated this request is for a change in ownership only and the town's limit of three liquor stores remains unchanged. She detailed all requirements, including the purchase agreement, TBI background checks, and the ABC application, which have been met.

21. CONTRACT: Joint Funding Agreement - United States Department of Interior. – **Allen Nicholson**

Mr. Nicholson stated this is a yearly renewal of this contract. He explained this covers the water gauge on the Cumberland River bridge to measure the water level.

22. Parks Board Discussion

Mayor Greer discussed discrepancies between the 2016 Parks Board bylaws and 2020 Ordinance 536, noting conflicts over special committees and reporting frequency. City Attorney Noe advised

the board to determine next steps. Discussion included that Parks Board events need Council approval due to the lack of a separate budget. Parks Board Chairman Smith suggested new bylaws, and Mayor Greer recommended requiring subcommittee members be city residents and that councilmembers serve on boards but not as chairs to meet Sunshine Law requirements.

23. **Bicentennial Trail - Phase 2 -Letter of Intent - Committee Scorecards and CSR professional quotation and proposal of Engineering Services. Allen Nicholson, City Attorney Noe, Finance Director Will Duffel, and Consultant Kellie Reed**

Mr. Nicholson reported that Phase 1 of the Bicentennial Trail is moving into construction. He reported during review, staff found that \$1,071,413 for Phase 2 had been returned to TDOT without board approval of the original grant or Amendment 1. TDOT has now granted a new extension under Amendment 2 for the NEPA, engineering, and design phase, to be completed by CSR Engineering, the top-ranked firm in the selection process. City Attorney Noe added that these items are being brought forward for transparency and compliance, noting that about \$167,000 in older reimbursements will be submitted. Mayor Greer mentioned an additional grant from 2022 was also discovered. Finance Director Will Duffel and Consultant Kellie Reed reviewed project budgets:

- Phase 1: \$1.12M total (80% TDOT / 20% City).
- Phase 2: \$1.07M total, plus \$80K in engineering costs at city expense.

A budget amendment of \$80,000 will be presented at the November Council meeting.

24. **RESOLUTION 2025-42 - Charitable Donations – Will Duffel**

Mr. Duffel explained that this policy establishes a more structured and formal process for requesting donations from the City, with a submission window from January 1 to March 1.

25. **RESOLUTION 2025-43: BUDGET AMENDMENT – Will Duffel**

Mr. Duffel stated the Comptroller identified a missing line item in the submitted budget and requested this resolution to amend it before granting approval.

EXPENDITURE REQUESTS

26. **LABTRONX- Sewer Project purchase- paid from contingency – Clint Biggers**

Mr. Biggers advised this is a contract for a new portable meter at the new sewer plant.

SURPLUS PROPERTY NOMINATIONS

27. **CONTRACT QUOTE: John's Park – AC Clark**

Mr. Clark advised this is an engineering quote for John's Park improvements and making the park ADA accessible but it does not include construction.

ADJOURNMENT

A motion was made by Councilman Thompson, seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:26 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date 9/1/2025	End Date 12/31/2029	Agency Tracking # 40100-51420	Edison ID 86773
Grantee Legal Entity Name Ashland City Town (Thrive 55+)			Edison Vendor ID 1534
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number #20.513	
		Grantee's fiscal year end	
Service Caption (one line only) FFY 2023 – 5310 Elderly Persons and Individuals with Disabilities Program – Capital Assistance			
Funding —			
FY	State	Federal	TOTAL Grant Contract Amount
2026	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input checked="" type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		Applications are scored and ranked using an evaluation process.	
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GR	
		Z-26-EMSP-03	
Speed Chart (optional)	Account Code (optional) 71304000		

Address #

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
ASHLAND CITY TOWN (THRIVE 55+)**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Ashland City Town (Thrive 55+), hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5310 Program application, as approved by Federal Transit Administration (FTA), incorporated by reference.
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5310 and FTA Circular C 9070.1H "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance," to provide transportation services for enhanced mobility of seniors and individuals with disabilities. The funds will be used for capital projects that are aligned with a goal of achieving requirements of the Americans with Disabilities Act (ADA).
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the Grantee's approved 5310 Program application;
 - c. the most current approved FTA State Management Plan; and
 - d. FTA Circular C 9070.1H "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance," or the most recently FTA approved updated circular.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on September 1, 2025 ("Effective Date") and ending on December 31, 2029, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Zero Dollars and Zero Cents (\$0.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Two, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Division of Passenger Transportation, Rail & Freight.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Samantha M. Deal, Accessible Transportation Coordinator
 Office of Mobility & Accessible Transportation
 Public Transportation Section
 Division of Passenger Transportation, Rail & Freight
 James K. Polk Building, Suite 1200
 505 Deaderick Street
 Nashville, Tennessee 37243
 Samantha.M.Deal@tn.gov
 Phone: (615) 532-7460
 Fax: (615) 253-1482

The Grantee:

Tammany Carter, Director
 Ashland City Town (Thrive 55+)
 233 Tennessee Waltz Parkway, Suite 103
 Ashland City, TN 37015
 tcarter@ashlandcitytn.gov
 Phone: (615) 792-3629

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards*.

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that

describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the audit report to the State: TDOT.ExternalAudit@tn.gov.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

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

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant 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"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall 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 Grantee and in accordance with this Grant 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at

the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall 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 this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (UEI) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

E.10. Notice to Third Party Participants. Federal requirements that apply to the State or the Award, the accompanying Underlying Agreement, and any Amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the State's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

- E.11. Seat Belt Use. The Grantee agrees implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
 - (2) Including a "Seat Belt Use" provision in each Third Party Agreement related to the Award.
- E.12. Dispute, Breach, Litigation Resolution. If a current or prospective legal matter that may affect the Federal Government emerges, the Grantee must promptly notify the State. The Grantee must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the State may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal.
- E.13. FTA Compliance. All applicable terms of FTA Master Agreement, dated March 26, 2025, are incorporated herein by reference.
- E.14. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.15. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.16. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to

the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.17. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - (a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - (b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - (c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - (d) If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - (e) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - (f) Property Damage Liability – minimum of \$300,000.00 per incident.
 - (g) Comprehensive – maximum deductible of \$500.00.
 - (h) Collision – maximum deductible of \$500.00.
 - (i) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - (j) Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (a) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (b) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

- E.18. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.19. Possession of Vehicle Titles. While the Grantee shall take legal title to all vehicles purchased under the contract, the State shall hold possession of all titles. Upon issuance of the title to the Grantee, the Grantee shall turn over possession of the title to the State. The State shall maintain physical possession of the title until the State approves the Grantee to initiate the disposal process for the vehicle.
- E.20. Grantee Match. Prior to execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.
- Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.
- If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Transit Administration.
- E.21. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.22. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- E.23. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR 26 apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.
- E.24. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.25. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.
- E.26. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](https://www.tn.gov).

IN WITNESS WHEREOF,

ASHLAND CITY TOWN (THRIVE 55+):

GERALD GREER, MAYOR

DATE

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER

DATE

**LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (UEI))	Ashland City Town (Thrive 55+)
Subrecipient's Unique Entity Identifier (UEI)	RM2DQHW23C29
Federal Award Identification Number (FAIN)	TN2020-047
Federal award date	5/9/2025
Subaward Period of Performance Start and End Date	9/24/2020-3/30/2035
Subaward Budget Period Start and End Date	9/24/2020-3/30/2035
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	#20.513 - 5310 Enhanced Mobility of Seniors and Individuals with Disabilities
Grant contract's begin date	9/1/2025
Grant contract's end date	12/31/2029
Amount of federal funds obligated by this grant contract	\$94,100.00
Total amount of federal funds obligated to the subrecipient	\$ 141,099.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 3,353,009.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Federal, State, Local Capital
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal awarding official	Vonda Giles 230 Peachtree, NW Suite 1400 Atlanta, Georgia 30303
Name of pass-through entity	Tennessee Department of Transportation Division of Passenger Transportation, Rail & Freight
Name and contact information for the pass-through entity awarding official	Kaitlyn McClanahan, Transit Programs Manager James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 kaitlyn.mcclanahan@tn.gov Telephone Number: (615) 532-5835
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)	No indirect cost rate for State for federal award.

TDOT PROJECT NO.: 995310-S3-454
 FTA PROJECT NO.: TN2020-047
 DGA NO.: DG26-86773

ATTACHMENT ONE

Grantee		Ashland City Town (Thrive 55+)								
Contract Type		GR DGA								
Sum of Amount	Column Labels	Contract		Contract Total	TDOT			TDOT Total	Grand Total	
		Cash	Contract		Cash	State	Federal			Local
Row Labels										
PROJECT:				\$0.00	\$0.00	\$11,763.00	\$94,100.00	\$11,763.00	\$117,626.00	\$117,626.00
GRANT: TN-2020-047				\$0.00	\$0.00	\$11,763.00	\$94,100.00	\$11,763.00	\$117,626.00	\$117,626.00
00 Capital (641-00) 5310 PROJECTS (A4)				\$0.00	\$0.00	\$11,763.00	\$94,100.00	\$11,763.00	\$117,626.00	\$117,626.00
11.13.04 BUY <30-FT BUS FOR EXPANSION				\$0.00	\$0.00	\$11,763.00	\$94,100.00	\$11,763.00	\$117,626.00	\$117,626.00
Grand Total				\$0.00	\$0.00	\$11,763.00	\$94,100.00	\$11,763.00	\$117,626.00	\$117,626.00



GOVERNMENTAL GRANT CONTRACT

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

Begin Date December 1, 2025	End Date March 31, 2027	Agency Tracking # 34401-99566-116	Edison ID 87339		
Grantee Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end 6/30			
Service Caption (one line only) Senior Center Grant					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$14,117.65				\$14,117.65
2027	\$15,882.35				\$15,882.35
TOTAL:	\$30,000.00				\$30,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This grantee was selected as per the predefined methodology in the approved DGA			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Andy T Kidd		Digitally signed by Andy T Kidd Date: 2025.10.06 16:33:55 -05'00'			
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF DISABILITY AND AGING
AND
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of the Senior Center Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
 - b. Marketing
 - c. Programming/activities; and/or
 - d. Routine operating expenses.
- A.4. The Grantee shall not use the grant funding for any expenditure listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Alcohol;
 - b. Gift Cards; and
 - c. Salaries for staff that are on payroll.
- A.5. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2026, October 31, 2026, and April 30, 2027. The reports shall include the following information:
- a. A list of items purchased;
 - b. Number of unduplicated people served;
 - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding; and
 - d. Testimonials from Senior Center members about how the funding impacted their participation at the senior center.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any; and
- c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on December 1, 2025 ("Effective Date") and ending on March 31, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand dollars (\$30,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

DDA.Aging.IFR@tn.gov: or
 Department of Disability and Aging
 500 James Robertson Parkway
 Davy Crockett Tower, 2nd Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Disability and Aging, Senior Center Grants.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) 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 shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Sidney Enss, Director of Volunteer Engagement & Senior Center Liaison
 Department of Disability and Aging
 500 James Robertson Parkway
 Davy Crockett Tower, 2nd Floor
 Nashville, TN 37243
 Sidney.Enss@tn.gov
 Telephone # 615-741-1585

The Grantee:

Gerald Greer, Mayor
 Town of Ashland City
 104 Ruth Drive
 Ashland City, TN 37015
 ggreer@ashlandcitytn.gov
 Telephone # 615-792-4211

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default

or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored

health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING

BRAD TURNER, COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: December 1, 2025		END: March 31, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$30,000.00	0.00	\$30,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$30,000.00	0.00	\$30,000.00

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

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

ATTACHMENT A | Page 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$30,000.00
TOTAL	\$30,000.00

From: noreply@formstack.com
To: [Sidney Enss](#); [Sidney Enss](#); [Adrian Grammer](#)
Subject: Senior Center Grants
Date: Friday, August 8, 2025 9:07:44 AM



Formstack Submission For: 2025 TN Senior Center Grant Request for Application
Submitted at 08/08/25 9:07 AM

This year’s grant is a cost-reimbursement grant only. I understand that if my senior center is selected as a grant recipient, we will be required to pay for all purchases up front and submit receipts of payment to be reimbursed. : **Yes**

Name of Senior Center: Thrive 55+ Ashland City

Amount of funding being requested (\$10,000-\$50,000): 30000

Senior Center’s Fiscal Year: July 1, 2025- June 30, 2026

Type of Entity (How the senior center is registered through the Secretary of State): City Government (the senior center is managed through city government processes)

Senior Center 104 Ruth Dr

Physical Address: Ashland City, TN 37015

Senior Center Mailing Address (if different from above):

County of Senior Center Location : Cheatham

Does your senior center provide a minimum of 16 hours a month of activities or services specifically targeted for adults 60 and over? (Proof of programming is required with your submission.): Yes

Please upload proof of programming. : [View File](#)

Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email) : Tammany Carter

Title/Position at the Senior Center : Director

Email: tcarter@ashlandcitytn.gov

Phone: (615) 792-3629

Authorized Signatory (This person is authorized to sign contracts on behalf of the senior center): Gerald Greer

Title/Position: Mayor

Email Address : ggreer@ashlandcitytn.gov

Phone Number: 615-792-4211

Grant Goals : Capital Projects (building improvements, equipment, etc)

Letter from State Senator: [View File](#)

Letter from State Representative: [View File](#)

Copy of organizations W-9 form signed and dated in 2025: [View File](#)

Preferred Payment Method (If awarded a grant, select your preference on receiving reimbursed grant funds): Direct Deposit

Last 4 digits of account number: 4901

Address the check should be mailed::

Thrive 55+ Senior Center is experiencing two urgent and ongoing needs that directly impact the quality, accessibility, and safety of the services we provide to our growing membership: (1) lack of available program space due to overcrowding, and (2) outdated ballast-style lighting that is inefficient, dim, and increasingly unreliable.

1. Overcrowded Facility – Need for Additional Space

With 586 active members between July 2024 and July 2025—including 119 new members—our daily attendance now averages 97 participants. This has pushed our current building, which has a maximum capacity of 120 people and just four program rooms, to its limits. Nearly every available space is in

use throughout the day for popular activities including SAIL classes (averaging 35 participants), Bingo (averaging 35–45 participants), crafts, games, Tai Chi, card playing, and new offerings such as computer classes (which served 30 participants across five 3-hour sessions).

Due to this overcrowding, we have reached a point where scheduling is restricted, and members are competing for limited space. For example, our Tuesday/Thursday SAIL class is now too large for safe movement, leading us to plan a split into two smaller classes—if we have space available to hold them. Additionally, member demand for new programs like line dancing, additional fitness options, and smaller social or interest-based groups cannot be met under current capacity constraints.

To address this, we propose renting the nearby Seventh-day Adventist Church, located just across our parking lot, for use Monday through Friday from 7:30 a.m. to 4:30 p.m. for one full year. The space includes a fellowship hall and sanctuary, both ideal for quiet, focused activities that would free up rooms in our main facility for higher-energy programming. The church has agreed to rent the facility for \$1,000 per month, totaling \$12,000 for one year. We are also requesting \$3,000 for insurance and liability coverage to ensure proper protection while hosting activities in the additional building.

This rental would immediately ease overcrowding, reduce safety risks in crowded rooms, and allow us to introduce new, in-demand programs while maintaining current offerings.

2. Outdated Lighting – Need for Facility Upgrade

Our second pressing need is the replacement of outdated ballast-style lighting throughout the Senior Center. The current fixtures are inefficient, prone to flickering or burnout, and provide uneven illumination—posing a serious risk to older adults, particularly those with low vision or mobility issues. Poor

Current Need(s) - Describe the current need(s) of your senior center for the funds you are requesting. (10 points):

lighting increases the chance of trips and falls and makes it difficult for members to comfortably participate in classes, crafts, and activities like reading, card games, or using computers.

We are requesting \$15,000 to replace the aging light fixtures with modern, energy-efficient LED lighting throughout the building. This upgrade will:

- Improve visibility and safety in all activity rooms, hallways, and shared spaces
- Reduce maintenance needs and utility costs
- Enhance the comfort and usability of the space for seniors with vision or mobility limitations

Together, these two projects directly support Thrive 55+'s mission to offer safe, engaging, and accessible programming to all older adults in our community. They are not optional—they are essential investments in our center's ability to serve its growing population with dignity, safety, and variety

Thrive 55+ has identified three primary goals for this grant funding, tied directly to the two-part project outlined in our needs section: (1) easing facility overcrowding by expanding programming into a second location, and (2) improving safety and functionality of our current center through LED lighting upgrades. These goals are designed to meet the evolving needs of our growing senior population and ensure a safe, welcoming environment for all participants.

Goal 1: Expand Program Offerings by Utilizing Additional Space

Objective: Use the rental of the Seventh-day Adventist Church building to increase the number of unique programs and activities offered each week.

Action Steps:

- Finalize one-year rental agreement with the church and secure liability insurance coverage for the additional location.
- Move low-impact, quiet programs such as painting, Bible study, travel club, meetings and educational workshops to the church.
- Use the free space at the main center to add

Goals - Detail at least three (3) goals you plan to achieve using this funding and describe how you will reach these goals. (10 points) :

new high-demand classes (e.g., line dancing, additional SAIL sessions, card games, etc.).

- Schedule additional sessions of currently full or waitlisted programs to meet participant demand.

Outcome: At least four new programs will be added within the first six months, and waitlists for current classes will be eliminated or significantly reduced.

Goal 2: Reduce Crowding and Improve Safety for Participants

Objective: Improve comfort, accessibility, and participant safety by relieving overcrowding at the main center.

Action Steps:

- Relocate 3–5 regularly scheduled programs to the additional building each week.
- Monitor participation levels and feedback to adjust scheduling for optimal use of both facilities.
- Provide staff and volunteer support at both locations to ensure safety and accessibility for all members.

Outcome: Main center participation will be redistributed more evenly, reducing overcrowding in high-traffic rooms and creating a safer, more pleasant experience for members. Participants will report on improved comfort in surveys taken after the first quarter of implementation.

Goal 3: Upgrade Lighting System for Energy Efficiency and Safety

Objective: Replace all outdated ballast-style light fixtures with energy-efficient LED lighting to improve visibility and reduce trip hazards.

Action Steps:

- Hire a licensed electrician to assess and replace all outdated lighting fixtures.
- Prioritize high-use areas (classrooms, kitchen, game room, hallways) to be completed first.
- Use remaining funds to complete lighting replacement throughout the rest of the facility.

Outcome: Full LED lighting installation will be completed within 90 days of funding,

leading to a brighter, safer, and more energy-efficient facility. Utility bills are expected to decrease, and members will experience improved visibility throughout the building.

Thrive 55+ has the organizational strength, professional staffing, and engaged community partnerships necessary to carry out the goals of this grant—both expanding programming through the use of a secondary facility and replacing outdated lighting with energy-efficient LED fixtures. Our center’s ability to successfully plan, implement, and sustain improvements is rooted in strong leadership, reliable support staff, and a well-established community network.

Staff Capacity

Our staffing includes a full-time Center Director, Assistant Director, and Program Coordinator, all of whom are deeply involved in the daily operations, planning, and delivery of services. Two additional part-time staff provide essential support during meal service and throughout the day during busy activity hours. This experienced team already manages a full calendar of events across our current four-room building, coordinating over 586 active members annually and welcoming an average of 97 individuals daily.

In addition to our staff, Thrive 55+ benefits from a strong core of dedicated volunteers—many of whom are also active members of the center. One longtime volunteer has supported our kitchen for over five years, while another helps regularly with trash removal and facility upkeep. We have a volunteer with an IT background who has been instrumental in leading our new computer training courses, which served 30 participants in three sessions so far this year. Other volunteers help organize our library, assist with setup and cleanup of activities, and provide peer leadership in various programs.

This blend of staff and volunteer support gives us the flexibility and capacity to operate across two buildings with ease. The Seventh-day Adventist Church is directly across the parking lot from our current

Organizational Capacity - Organizational capacity refers to an organization's ability to achieve its goals effectively and efficiently. Describe your senior center's capacity (staff, volunteers, community partners, etc.). Detail how this capacity will help you achieve the goals of your grant

application. (10 points):

center, making it simple for one staff member or volunteer to be stationed at the church while others remain at the main facility. This close proximity allows for real-time communication and seamless coordination of classes and logistics between the two buildings.

The addition of this new space will not only help us meet current programming demands but also allow us to reorganize our schedule to introduce more high-interest classes. For example, our watercolor class could be moved to the quiet church building, freeing up space at the main center to finally launch a line dancing class—a frequent member request. This flexible use of staff, volunteers, and space demonstrates Thrive 55+'s strong capacity to execute the goals of this grant while enhancing programming variety and quality.

Thrive 55+ is well-prepared to successfully carry out the proposed projects. With experienced full-time staff, active volunteers, and supportive community partners, we have the organizational capacity needed to expand programming and complete facility improvements efficiently and sustainably. This project aligns with our strengths and furthers our mission to provide meaningful services and social connection to the senior population of Ashland City.

Receiving this grant funding will significantly enhance the quality, safety, and capacity of Thrive 55+, directly impacting the daily lives of our members and enabling us to better fulfill our mission of supporting the physical, mental, and social well-being of older adults in Ashland City.

Expanded Space = Expanded Opportunities

The addition of weekday access to the Seventh-day Adventist Church facility will have an immediate and transformative impact. Thrive 55+ is currently limited by space and often has to choose between programming types due to room availability. The church building will provide much-needed room for quieter, wellness-focused

Impact - Describe the impact your project will have on the senior center and its participants if you receive grant funds. (10 points):

activities like:

- Grief groups, caregiver support circles, and other discussion-based meetings
- Art and crafting classes requiring calm, undisturbed environments

By relocating these activities to the church space during the week, we free up valuable space in our main facility for louder, more active programming like chair volleyball, music groups, or lunch service. This dual-location setup will allow us to:

- Serve more participants simultaneously
- Offer multiple programs at the same time without noise or scheduling conflict
- Attract new members who prefer smaller or quieter gatherings

This expanded footprint increases the number of touchpoints we have with seniors each week, reducing isolation and creating greater opportunities for social connection, movement, and engagement.

Modern Lighting = A Safer, More Inviting Center

Replacing the outdated ballast lighting with modern, energy-efficient LED fixtures will significantly improve the safety, visibility, and atmosphere of our facility. Currently, the older lighting is:

- Prone to flickering
- Dim in certain areas, especially during overcast days or early mornings
- Costly in terms of electricity usage and maintenance

Upgrading to LED lighting will:

- Improve visibility, making it safer for members with low vision or mobility issues
- Create a brighter, more welcoming environment for all programming
- Reduce energy costs and staff time spent replacing or repairing old bulbs
- Contribute to a more modern and professional appearance, enhancing the pride members feel in their center

The LED conversion also shows our commitment to long-term sustainability and responsible facility management.

Conclusion

Together, these two projects will have a

measurable and lasting impact on Thrive 55+ by expanding our programming space, improving member experience, increasing safety, and reducing utility costs. This grant will empower us to reach more seniors, improve their quality of life, and continue growing into a vibrant, forward-thinking senior center that meets the evolving needs of our community.

We understand that grant funding is not guaranteed in future years, and we are committed to ensuring the long-term success and sustainability of both components of our proposed project.

Church Rental Space (Year 2 and Beyond)

Our request includes one year of funding to lease weekday access to the Seventh-day Adventist Church at a rate of \$1,000 per month. This year will serve as a pilot partnership between Thrive 55+ and the church to determine the viability and mutual benefit of shared use.

During this first year:

- We will closely monitor member participation, program growth, and overall effectiveness of the expanded space.
- We will assess how well the space functions for different types of programming and whether it meets the center's growing needs.

If the pilot proves successful, we have several strategies to ensure continued funding:

1. Incorporating the cost into the City of Ashland City's annual budget: Thrive 55+ is supported by the city, and we will advocate for the inclusion of this rental expense as part of our ongoing operating budget.
2. Pursuing additional grants: The pilot year will give us valuable data and outcomes to support future applications for local, state, or private funding sources.
3. Launching targeted fundraising efforts: During the year, we plan to explore community fundraising initiatives or sponsorship opportunities specifically

Sustainability - Grant funds are not guaranteed each year. It is important the projects you are proposing can

continue in the future. Please tell us how you will continue to support the items in your application if funding is no longer available. (10 points) :

earmarked for continuing rental of the space. By limiting the initial agreement to one year, we are also being fiscally responsible and allowing flexibility for both parties to reassess before entering into a longer-term commitment.

LED Lighting Upgrade

The lighting upgrade is inherently sustainable by nature. This is a one-time capital improvement that will:

- Reduce our long-term energy costs significantly
- Lower maintenance expenses by eliminating the frequent need for ballast and bulb replacements
- Improve lighting quality and visibility throughout the facility, benefiting staff and members for years to come

Once the LED lighting has been installed, no additional funding will be needed. The energy savings realized can then be reinvested into programming and facility upkeep, supporting the center's overall sustainability.

Conclusion

Both components of this grant application are designed with long-term sustainability in mind. The church rental funding provides a flexible, one-year solution to test a promising space-sharing arrangement, with multiple pathways in place to maintain it if successful. The lighting replacement is a permanent upgrade that pays for itself over time. Together, these projects strengthen Thrive 55+ both operationally and financially, ensuring continued growth and service to our senior community well beyond the grant period.

Grant Period: November 1, 2025 – March 31, 2027

We plan to fully expend all awarded funds by October 31, 2026, even though the grant period extends to March 31, 2027. This allows ample time for reporting and evaluation while ensuring timely and

efficient use of funds.

Project Timeline -
Timelines can be adjusted during the grant cycle. The purpose of this section is to create a monthly plan that ensures all funds are expended by the grant deadline. Create a detailed monthly timeline from November 1, 2025 – March 31, 2027, for how you plan to spend the funds you are requesting. (10 points):

November 2025

- Begin lease agreement with the Seventh-day Adventist Church (Monthly rent: \$1,000)
- Pay November lease payment
- Finalize insurance coverage for additional building use
- Begin lighting replacement process:
 - o Confirm contractor/vendor for LED replacement
 - o Order materials and schedule installation

December 2025

- Continue monthly lease payments (\$1,000)
- Begin installation of LED lighting throughout the center
- Monitor progress of lighting upgrade

January 2026

- Complete LED lighting replacement project
- Pay contractor for purchase and installation of fixtures (\$15,000)
- Continue monthly lease payments (\$1,000)

February 2026 – October 2026

- Continue monthly lease payments to the church (\$1,000/month)
- Monitor and evaluate usage of additional church space
- Prepare sustainability and funding plans for future

November 2026 – March 2027

- No additional expenses from grant funds
- Evaluate outcomes from both components of the grant
- Prepare and submit final reports
- Determine long-term plans for continued space rental

Project Budget -
Complete a project budget using the required budget template provided by DDA. Using a different budget template will result in an automatic

[View File](#)

**reduction of points.
Each budget category
should be rounded to
the nearest \$1,000.
Upload your budget
here. (10 points):**

Our total request is \$30,000 under the capital project category. This amount will fund two critical projects at Thrive 55+ Senior Center: the short-term rental of additional space at the Ashland City Seventh-day Adventist Church and the replacement of outdated ballast lighting with energy-efficient LED fixtures in our main building.

Building Lease (\$12,000)

We are requesting \$12,000 to lease the Ashland City Seventh-day Adventist Church, located at 114 Ruth Drive, for one year. We have negotiated the use of this building Monday through Friday, from 7:30 AM to 4:30 PM, to expand our programming space. The agreed lease amount is \$1,000 per month, totaling \$12,000 for the year.

A key advantage of this building is its direct proximity to our current facility—it sits just across the parking lot, making it extremely accessible to our members. This means participants can park once and walk into either building with ease, creating a seamless experience while relieving space limitations inside our current location.

**Budget Narrative -
Provide an
explanation and the
calculations for how
you determined the
funding amounts for
each category of your
budget. (10 points):**

Insurance and Liability Coverage (\$3,000)

To operate safely and responsibly in the additional building, we are requesting \$3,000 to cover the necessary insurance and liability coverage. This funding will go toward extending our existing liability policy and meeting the terms of our rental agreement with the church.

Facility Improvements – Lighting (\$15,000)

We are requesting \$15,000 to replace old ballast fluorescent lighting throughout the

senior center with modern LED fixtures. This upgrade is essential to:

- Improve energy efficiency and reduce electric bills.
- Provide better lighting for aging eyes, improving overall safety.
- Decrease maintenance needs and bulb replacement frequency.

We gathered a cost estimate from a licensed commercial electrician, and the \$15,000 request includes materials, labor, and any necessary electrical updates.

Total Request: \$30,000

- Church Lease: \$12,000
- Insurance Coverage: \$3,000
- LED Lighting Replacement: \$15,000
- Total: \$30,000

Electronic Signature: Tammany Carter

Date/Time: Aug 08, 2025

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

RESOLUTION 2025-44

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPROVING UPDATED WORDING ON THE PUBLIC SPEAKING REQUEST FORM FOR CITY MEETINGS

WHEREAS the Town of Ashland City provides an opportunity for residents and the public to speak during official meetings of the city Council; and

WHEREAS the “Public Speaking Request Form” is used to register individuals who wish to address the Council during a public meeting; and

WHEREAS the current form’s wording has been reviewed by staff and found to require clarification to ensure that all speakers understand the process, time limits, and decorum expectations; and

WHEREAS, the updated form includes the addition of clear language stating that all Public Speaking Request Forms must be submitted prior to the start of the meeting, and that no additional speakers will be added once the meeting is called to order; and

WHEREAS the proposed updates to the form are intended to improve clarity, promote transparency, and align with the Council’s established meeting procedures; and

WHEREAS it is in the best interest of the Town of Ashland City to maintain accurate and understandable forms that support orderly public participation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the updated Public Speaking Form.

We, the City Council, meeting in Regular Session on this the 18th day of November, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

COMPLETE THIS FORM TO SPEAK DURING PUBLIC FORUM

Welcome to the Town of Ashland City meeting. Please complete this form if you would like to address the Council/Board during the public forum section of the meeting. After completing this form, hand it in to the City Recorder of the meeting. Your name will be called by the Mayor or Chairperson. Please read the **procedure for speaking before the meeting** on the reverse side of this form. The purpose of this form is to clearly document

DATE:	
PRINT NAME:	
ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS (OPTIONAL):	

SUBJECT TO BE ADDRESSED:

<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Each speaker will be allowed to speak for 4 minutes.
<ul style="list-style-type: none"> • Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
<ul style="list-style-type: none"> • Each speaker should state the following: <ul style="list-style-type: none"> - his/her name - whether they are Ashland City residents and / or property owner
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • All remarks shall be directed at the Council/Board as a body only.
<ul style="list-style-type: none"> • No person shall be allowed to disrupt or interfere with the procedures.
<ul style="list-style-type: none"> • Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • No one shall make open comments during the meeting. • All forms must be submitted prior to the start of the meeting. No additional speakers will be added once the meeting is called to order.

THROUGH COUNCIL 11-18-2025

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 27.71	\$ 83.13

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 79240
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lynn Harrington	lynn.harrington@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

RESOLUTION 2025-42

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE,
ADOPTING CHARITABLE DONATION POLICY GUIDELINES.**

WHEREAS, the Town of Ashland City recognizes the importance of providing charitable donations in a fair, transparent, and fiscally responsible manner; and

WHEREAS it is necessary to establish formal guidelines outlining the qualifications and procedures for charitable donation requests pursuant to T.C.A. 6-54-111; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the Town of Ashland City, Tennessee, that the Charitable Donation Policy Guidelines, as listed in this Resolution, shall be set for all charitable donations given by the Town.

1. Qualifying Agencies:

a. Nonprofit charitable organizations

i. No part of net earnings inures to the benefit of any individual

ii. Must provide year-round services benefitting the general welfare of the residents of the Town of Ashland City.

b. Nonprofit civic organizations

i. Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation. Typically this organization is formed under 26 U.S.C.A. 501 (c)(4) or (c)(6).

2. Further qualifications for funding consideration:

a. Must be based in, or its activities closely affiliated and aligned with the Town of Ashland City.

b. Must not be the recipient of any other financial or other type of assistance from the Town of Ashland City.

c. Activities must benefit the citizens of the Town of Ashland City.

3. Submittal requirements:

a. A copy of the most recent annual audit which must be within two years of agencies current Fiscal Year.

b. A description of the program that serves the residents of the municipality.

c. The proposed use of the municipal assistance.

d. Proof of nonprofit registration.

e. Completed city application from.

f. copy of current Form W-9.

3. All submittals shall be done between January 1 and March 1 of each calendar year.

4. Requests for funding shall be submitted to the City Financial Director who shall review for completeness and advise the agency in writing if the submittal is eligible for funding consideration. Eligible funding requests shall be distributed to the City Council for review and approval.

5. Nonprofit civic organizations are required to have a publication of intent to fund in a newspaper of general circulation. Said notice shall contain the Town's intent to make appropriation, intended amount of contribution, and purpose to be used.

6. There shall be an appropriation agreement once donation approved to satisfy Title 5, Chapter 29 of Internal Control and Compliance Manual for Tennessee Municipalities. An annual report of activities is also required.

This resolution shall take effect 20 days after its passage, the public welfare requiring it.

READ, ADOPTED, AND APPROVED this the 14th day of October 2025.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE



APPLICATION TO REQUEST

NAME OF ORGANIZATION:

ADDRESS:

CONTACT PERSON:

TYPE OF AGENCY (CHOOSE ONE)

Nonprofit charitable organization

- 1.No part of net earnings inure to benefit of any individual.
2. Must provide year-round services.

Nonprofit civic organization (26 u.s.c.a & 501© or (c)(6)

- 3.Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism, and recreation.

If not a nonprofit charitable or civic organization – STOP. You are not eligible for funding

Do you have proof of nonprofit registration?

YE

NO

If NO – STOP. You are not eligible

Are you a United Way funded agency?

YE

NO

If NO – STOP. You are not eligible

Are you a recipient of any other financial or other type of assistance from the Town of Ashland City?

YE

NO

If YES – STOP. You are not eligible

DONATION

Are you based in, or are your activities closely aligned with, The Town of Ashland City? Explain.

* _____

* _____

* _____

* _____

* _____

* _____

SUBMITTAL RERQUIREMENTS

Eligible agencies must attach the following materials to this application.

- Proof of Nonprofit registration
- A copy of the most recent annual audit (must be within 2 years of current)
- A description of the program that serves the residents of The Town of Ashland City and the proposed use of Municipal assistance.
- A copy of your current W9 Form

****If all of the items required are not submitted – STOP. You are not eligible for funding.**

SIGNATURE OF PERSON APPLYING:

TITLE OF PERSON APPLYING:

****Applications with attachments should be sent or delivered to the following address:**

The Town of Ashland City
 City Recorder
 405 N. Main Street
 Ashland City, Tennessee 37015

Ordinance No. 643
An Ordinance of the
Town of Ashland City, Tennessee

Amending the Fiscal Year 2026 Budget

WHEREAS the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22nd Day of July, 2025; and

WHEREAS the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund Appropriations					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	110-41810-256	Gen'l Gov't - Consultant's Services (SSR Grant Writing)	\$0	\$30,000	\$30,000
2	110-481810-944	Gen'l Gov't - Building Leases	\$750	\$0	\$750
3	110-41510-299	Finance - Other Expenses (Returning the Fire Association donation)	\$0	\$30,000	\$30,000
4	110-42200-900	Fire - Capital Outlay (Moving Tornado Sirens to Gen'l Gov't)	\$287,375	(\$18,000)	\$269,375
5	110-41810-900	Gen'l Gov't – Capital Outlay (Finish Tornado Sirens project begun FY25)	\$0	\$50,043	\$50,043
6	110-44310-900	Thrive 55+ - Capital Outlay (10% match for 90/10 TDOT grant to purchase transport van)	\$20,000	\$11,763	\$31,763
Totals:			\$308,125	\$103,805	\$411,930

Fund Name: General Fund Revenues					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	110-33401	Police Dept - State Grants - Supplemental Pay (TN Hwy Sfty Off)	\$12,800	\$18,000	\$30,800
2	110-36700	Police Dept - Donations (AO Smith)	\$0	\$1,000	\$1,000
3	110-36720	Thrive 55+ - Contributions (Comm. Found. of Middle TN)	\$0	\$550	\$550
4	110-33400	Thrive 55+ - State Grants (Facility Improvement + Rental Space)	\$30,000	\$14,118	\$44,118
Totals:			\$42,800	\$33,668	\$76,468

SECTION 2. Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed _____

Printed Name _____, Mayor

Attested

Signed _____

Printed Name _____, City Recorder

Date of First Reading: _____

Date of Second Reading: _____

AMENDMENT TO SERVICE AGREEMENT

This Amendment to the original agreement dated 07/09/2025 is made as of 10/31/2025

BETWEEN: IROL, INC

AND Ashland City Fire Department

WHEREAS, the parties wish to amend the original agreement to further incorporate the use of IROL's Inspector's and Pre-Plan Solution throughout the remainder of the set original agreement (3 years with auto renewal of 3). **For Terms please refer to original agreement containing the Third-Party information.

THEREFORE, the parties agree as follows:

1. MODIFICATION OF SERVICE

IROL's Inspector's and Pre-Plan Solution is provided at no cost to the FD for up to five Inspectors. If FD would like to add additional Inspectors, an annual fee of \$850 per Inspector, over five, will be applied.

AHJ:

Printed Name: _____

Signature: _____

Date: _____

InspectionReportsOnline.net, Inc. (IROL):

Printed Name: _____

Signature: _____

Date: _____

MOORE LIFE URGENT CARE

November 3, 2025

Town of Ashland City

Ashland City Fire Department

402 N. Main

Ashland City, TN 37015

Memorandum of Understanding (MOU) NFPA 1582 Physical and Cancer Screenings

To whom it may concern,

This Memorandum of Understanding (MOU) outlines the agreement between **Moore Life Urgent Care** and the **Ashland City Fire Department** for the provision of NFPA 1582 Physicals and Cancer Screenings to department personnel.

Moore Life Urgent Care will provide **cancer screenings** for the following cancers at a rate of **\$345 per examination**:

- Prostate Cancer
- Pancreatic Cancer
- Breast Cancer
- Non-Hodgkin Lymphoma
- Colon Cancer
- Skin Cancer
- Multiple Myeloma
- Testicular Cancer
- Non-Hodgkin's Lymphoma

Moore Life Urgent Care 253. West Main St. Gallatin, TN 37066 Phone: (615)-461-8784 Fax (615)- 461-7248

MOORE LIFE URGENT CARE

Test Criteria for Cancer screening:

- Physical Examination
 - Chest X-ray
 - Blood Draw (labs)
 - Fecal occult blood/Colofit Test
 - Cancer Questionnaires
-

The **NFPA 1582 Physical** will be performed at a rate of **\$500 per examination**, and will include the following components (non-cancer screening):

- Medical History Review
- Physical Examination
- Vision Testing (Far Vision – corrected and uncorrected, Color, Peripheral, Depth Perception)
- Audiogram (500 Hz – 8000 Hz)
- EKG (12-lead with interpretation)
- Pulmonary Function Test (with tracings)
- PPD Test (Mantoux – placement and read)
- Laboratory Tests (CBC, Urinalysis, Glucose, BUN, Creatinine, Liver Function, Lipid Panel, PSA)
- Chest X-Ray

MOORE LIFE URGENT CARE

Payment Terms: The **Town of Ashland City** will be billed monthly for all services rendered. Payment is expected **within 30 days** from the date of invoicing.

***Further Medical Evaluation**

Disclaimer: Moore Life Urgent Care will not be responsible for follow-up or ongoing medical evaluation and care of employees beyond the scope of this MOU.

For employees whose results indicate a need for further medical evaluation:

- a. Individuals may contact Moore Life Urgent Care for a consultation or referral, using either their personal insurance or a self-pay rate.
- b. Individuals may contact their Primary Care Provider (PCP) for follow-up evaluation.

By signing below, both parties acknowledge and agree to the terms outlined in this Memorandum of Understanding, effective as of November 3, 2025.

On behalf of the Ashland City

Fire Department

Chief Walker

Fire Department Chief

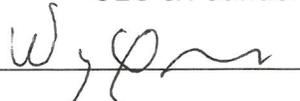
Signature

Date

On behalf of Moore Life Urgent Care

Wayne E. Moore, MD, FACEP

CEO & Founder

 11/3/25

Signature

Date

Moore Life Urgent Care 253. West Main St. Gallatin, TN 37066 Phone: (615)-461-8784 Fax (615)- 461-7248