



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

March 12, 2024, 6:00 PM

Agenda

Mayor: JT Smith

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) February 20, 2024, Council Meetings

PUBLIC FORUM

[2.](#) *Procedure for Speaking Before the Council*

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

REPORTS

- [3.](#) Attorney
- [4.](#) Project Update from Josh Wright

UNFINISHED BUSINESS

NEW BUSINESS

- [5.](#) Thrive 55+ Building Use for Events

- [6.](#) Thrive 55+ Policies and Procedures Manual
- [7.](#) Thrive 55 GNRC contract Amendment
- [8.](#) Ordinance - Rezone MAP 055C, SYCAMORE STREET
- [9.](#) Updated APSU Contract
- [10.](#) Fiscal year 23-24 Budget Amendment #1
- [11.](#) Laser Contract
- [12.](#) Resolution 2023-17- Interim City Recorder Pay Discussion
13. City Admin Discussion
14. Land Lease Bid

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

- [15.](#) Request to Bid Shade Structure

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
January 09, 2024, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to recess until January 16, 2024. All approved by voice vote.

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. December 12, 2023, Council Meeting Minutes

PUBLIC FORUM

2. *Procedure for Speaking Before the Council*

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.

* Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.

* Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.

* No one shall make open comments during the meeting.

REPORTS

3. Attorney

UNFINISHED BUSINESS

4. Ordinance: Amend Code of Ethics

5. Corp of Engineers Contract

6. Senior Center Dance Lease

NEW BUSINESS

7. TN Law Enforcement Training Academy Grant Contract

8. Cash Saver Wine Compliance Certificate

9. Farmers Market Application Fees & Rules

10. Summerfest Vendor Application Fees & Rules

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

11. City Recorder Interviews

12. Election Discussion

13. Land Adjacent to City Hall Discussion

ADJOURNMENT

MAYOR JT SMITH

INTERIM CITY RECORDER



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

January 23, 2024, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

PLEDGE AND PRAYER

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. December 12, 2023, City Council Meeting Minutes

A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, to approve the December 12, 2023, City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

2. *Procedure for Speaking Before the Council*

Nanette Malher discussed the TVA meeting on February 13, 2024.

Shirley Moulton discussed the TVA meeting on February 13, 2024.

Stephen Cothran discussed a property off of Powder Mill Rd that is annexed in Ashland City.

REPORTS

3. City Attorney Report

Ms. Noe was made aware of the property tax issue a couple of weeks ago and as soon as she has something to report back, she will do so.

OLD BUSINESS

4. Ordinance: Amend Code of Ethics

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

5. Corp of Engineers Contract

A motion was made by Councilman Adkins, Seconded by Councilman Kerrigan, to defer until January. All approved by voice vote.

6. Senior Center Dance Lease Discussion

A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to approve this lease. Voting Yea: Councilman Smith, Vice Mayor Greer, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

NEW BUSINESS

7. TN Law Enforcement Training Academy Grant Contract

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

8. Cash Saver Wine Compliance Certificate

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

9. Farmers Market Application Fees & Rules

A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to approve the fee increase. Voting Yea: Councilman Smith, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith Abstain: Councilman Thompson

10. Summerfest Vendor Application Fees & Rules

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

11. Resolution: Wastewater Treatment Plant Loan \$5,639,000

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

12. Resolution: Wastewater Treatment Plant \$5,000,000

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

13. Election Discussion

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the city attorney present to election office and the state. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

14. Land Adjacent to City Hall

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to defer to end of meeting. All approved by voice vote.

15. Resolution: Meeting Dates Approval

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the calendar with no resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

16. Wastewater Treatment Plant Change Order

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the change order #2. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nea: Councilman Kerrigan, Vice Mayor Greer

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve to allow the mayor to approve change orders up to \$740,000. Voting Yea: Councilman Smith,

Councilman Thompson, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nea:
Councilman Kerrigan, Vice Mayor Greer

SURPLUS PROPERTY NOMINATIONS

None

EXPENDITURE REQUESTS

None

OTHER

17. City Recorder Discussion

A motion was made by Councilman Adkins, Seconded by Councilman Kerrigan, to nominate Ms. Molepske and Ms. McBride for the position of City Recorder. Voting Yea: Councilman Adkins, Councilman Kerrigan, Councilman Young, Councilman Smith, Vice Mayor Greer, Councilman Thompson, and Mayor Smith

Voting: Councilman Adkins - Molepske, Councilman Kerrigan - Molepske, Vice Mayor Greer - Molepske, Councilman Thompson - Molepske, Councilman Young - Molepske, Councilman Smith - Molepske, and Mayor Smith - Molepske

18. Bass Berry & Sims Engagement Letter

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

19. Kimley-Horn Contract Amendment

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

14. Land Adjacent to City Hall

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to not accept terms and offer to purchase land. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Young, Councilman Smith, Councilman Thompson, Councilman Adkins, and Mayor Smith

Councilman Adkins discussed the option of moving the February meeting to attend the TVA meeting. It was advised it is not a good idea to move meetings that have been advertised without a substantial reason. Councilman Thompson discussed the possibility of advertising the meeting on our website. It was advised that we should not advertise for items outside of city business.

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 6:51 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

CONTRACT AGREEMENT

This Agreement, made this February 6, 2024, by and between IMPACT PYRO INC., a Tennessee Corporation, whose business address is P.O. BOX 402, Castalian Springs, TN 37031, and hereinafter shall be referred to as IMPACT PYRO and Town of Ashland City, whose business address is 233 TENNESSEE WALTZ PARKWAY, ASHLAND ITY, TN 37015, and hereinafter referred to as CUSTOMER.

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** IMPACT PYRO agrees to furnish to CUSTOMER a fireworks display (hereinafter referred to as SHOW) pursuant to proposal number 240608-ASHLANDCITY-1.3, dated January 08, 2024 and per specifications and requirements provided by CUSTOMER. The SHOW will take place on June 08, 2024 at the John C. Poole Recreation Area off Tennessee Waltz Parkway unless IMPACT PYRO or CUSTOMER shall determine that weather conditions (or other hazards) prohibit IMPACT PYRO from proceeding with the SHOW; in which case, IMPACT PYRO agrees to present the SHOW on a mutually agreed upon future date. In the event that conditions do not allow the SHOW to proceed on the scheduled date, CUSTOMER shall remit the actual expenses IMPACT PYRO may incur in presenting the SHOW on subsequent occasion. If in anticipation of inclement weather or other foreseen dangerous conditions, the SHOW is postponed prior to delivery of product/equipment and setup of SHOW, additional expenses will be considered zero and there will be no additional charge for presenting SHOW on future date.
- II. **CANCELLATION:** Should CUSTOMER elect to cancel the SHOW for any reason, CUSTOMER must provide IMPACT PYRO with a written notice by certified mail, return receipt to IMPACT PYRO'S address as set forth above no later than thirty (30) days before the scheduled date of the SHOW. Customer agrees that IMPACT PYRO shall incur substantial expense in preparation for the SHOW and, accordingly, agrees to pay 50% of the full contract price of the show (as set forth in paragraph XIII herein) to IMPACT PYRO as liquidated damages for cancellation of the SHOW. If CUSTOMER does not provide IMPACT PYRO with notice as set forth herein, CUSTOMER shall pay IMPACT PYRO 100% of the full contract price for the SHOW as liquidated damages.
- III. **MUTUAL CANCELLATION:** In the event of fire, accidents, lightning strikes, flood, acts of God, or causes beyond the control of IMPACT PYRO, which preclude IMPACT PYRO from presenting the SHOW, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof. In such case, the CUSTOMER shall be entitled to a refund of all monies paid as set out in I.
- IV. **SECURITY AREA:** CUSTOMER agrees to furnish sufficient space for IMPACT PYRO to properly conduct the SHOW as determined by NFPA 1123 (hereinafter referred to as SECURITY AREA). CUSTOMER agrees to provide adequate security protection to preclude unauthorized persons from entering the SECURITY

CONTRACT AGREEMENT

AREA. For the purposes of the Agreement, "unauthorized persons" shall mean anyone other than employees of IMPACT PYRO or persons specifically designated in writing, submitted to IMPACT PYRO, and approved prior to the event. Policing of SECURITY AREA is the responsibility of the CUSTOMER.

- V. **INDEMNIFICATION AND HOLD HARMLESS:** CUSTOMER agrees, as allowed by law, to hold IMPACT PYRO harmless from any damages caused to CUSTOMER which result as a consequence of unauthorized persons entering the SECURITY AREA. Furthermore, CUSTOMER agrees to defend and indemnify IMPACT PYRO from any and all claims brought against IMPACT PYRO, as allowed by law, for damages caused wholly or in part by unauthorized persons who have entered the SECURITY AREA.
- VI. **AMENDMENT AND ASSIGNMENT:** This agreement (including all attachments related to show) is deemed personal and confidential to CUSTOMER and its executors and administrators only, and may not be sold, assigned, transferred, or shared without the prior written consent of IMPACT PYRO.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this AGREEMENT, CUSTOMER shall apply for the approval hereof to any agency, officer, or authority of any government if such approval is required by any applicable law, ordinance, code, or regulation. CUSTOMER agrees to indemnify and hold harmless, as allowed by law, IMPACT PYRO against all claims, suits, causes of action, demands, penalties, losses, or damages, which may arise or accrue because of the failure or neglect of CUSTOMER to obtain such approval. This AGREEMENT is made expressly subject to and CUSTOMER expressly agrees to comply with and abide by all applicable laws, ordinances, codes, and regulations insofar as the same may be applicable to the terms and conditions of this AGREEMENT, including all rules and regulations now existing or that may be promulgated under and in according with any such law or laws.
- VIII. **PERMITS AND LICENSES:** IMPACT PYRO shall obtain and maintain all permits and licenses necessary to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule, or otherwise. It is hereby stipulated that this AGREEMENT is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the State of Tennessee, and the CUSTOMER hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against IMPACT PYRO in and other actions, in any jurisdiction.
- IX. **LATE PAYMENT:** IMPACT PYRO shall charge, and CUSTOMER agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until IMPACT PYRO is paid the amount set forth in Paragraph XIII herein, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** CUSTOMER agrees to allow IMPACT PYRO to use CUSTOMER'S name in IMPACT PYRO'S list of clients and any IMPACT PYRO advertisements or promotions.

IMPACT PYRO
P.O. BOX 402
CASTALIAN SPRINGS, TN 37031

CONTRACT AGREEMENT

- XI. **COMPLAINTS:** In the event that the CUSTOMER has complaint concerning the SHOW, or any material or product used in or pursuant to the SHOW, or any conduct of the SHOW by IMPACT PYRO, or any act or omission of IMPACT PYRO or its agents, either directly or indirectly, without limitation, CUSTOMER shall make a complaint known to IMPACT PYRO in writing by certified mail to IMPACT PYRO'S address as set forth above, within ten (10) days after the date of the SHOW. In the event that that CUSTOMER fails to register any complaint in the time and manner specified, CUSTOMER agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to IMPACT PYRO hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, CUSTOMER agrees that should IMPACT PYRO have to collect any amount due IMPACT PYRO hereunder which CUSTOMER claims as an offset or which is withheld by CUSTOMER on account of, or because of, a complaint not registered with IMPACT PYRO in the time and manner specified herein, by law or through an Attorney-at-law, IMPACT PYRO shall be entitled to collect attorney's fees in the amount of 15% of the amount owing IMPACT PYRO or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XII. **WORKER'S COMPENSATION/EMPLOYEES:** IMPACT PYRO shall provide Worker's Compensation Insurance for its employees only.
- XIII. **PAYMENT TERMS:** CUSTOMER shall pay IMPACT PYRO \$16,500.00 for presenting the SHOW. Payment shall include a deposit of \$8,250.00, due with signed contract. Remainder shall be on date of SHOW.
- XIV. **TAXES:** CUSTOMER shall be responsible for all sales taxes, if applicable.

All terms and conditions set forth on any addendum attached to this AGREEMENT are made part of this AGREEMENT and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IMPACT PYRO, INC.

Signature: *Joey Bassham* Date: 2/6/24
Joey Bassham, CEO

CUSTOMER

Signature: _____ Date: _____

Printed Name and Title of CUSTOMER Representative _____

Signatory acknowledges full authority to execute contract on behalf of CUSTOMER

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or product shall be, or be deemed to be, a warranty by IMPACT PYRO for any purpose, nor give rise to any liability or obligation of IMPACT PYRO whatsoever.

IN NO EVENT SHALL IMPACT PYRO BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ADDENDUM

(If applicable)

**Juliana Watson
Exercise Instructor
102 Ashland Court
Ashland City, TN 37015
615-948-0019**

Town of Ashland City
Thrive 55+ Center
233 TN Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, Tennessee 37015

Contract for Services

This document shall serve as a contract between Juliana Watson, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class or \$25.00 per combined class. The terms of this initial contract shall be from February 14, 2024 – June 30, 2024.

Juliana Watson, Exercise Instructor

JT Smith, Mayor

**Phoenix Thornberg
Exercise Instructor
1155 Woodard Perry Road
Ashland City, TN 37015
615-689-9999**

Town of Ashland City
Thrive 55+ Center
233 TN Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, Tennessee 37015

Contract for Services

This document shall serve as a contract between Phoenix Thornberg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class or \$25.00 per combined class. The terms of this initial contract shall be from February 14, 2024 – June 30, 2024.

Phoenix Thornberg, Exercise Instructor

JT Smith, Mayor

RESOLUTION 2024-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
ALLOCATE THE AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, the American Rescue Plan Act has allocated \$1,414,433.08 to the Town of Ashland City; and

WHEREAS, the Mayor and City Council would like to direct these funds to be used for the construction of the new Waste Water Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the funds will be allocated for the stated purchase by the Public Works Department and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of February 2024 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Interim City Recorder

February 8, 2024

JT Smith, Mayor
Town of Ashland City
233 Tennessee Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, TN 37015

Dear Mayor Smith:

Enclosed is an amendment to Contract 51983. As the authorized official for your agency, please sign and date the documents in the appropriate places. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **Thursday, February 22, 2024**. Please contact your project management specialist (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency.

Additional Requirement: 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).

Your Project Management Specialist is Kimberly Casillas. For questions or assistance regarding this contract, please contact Kimberly Casillas, at (615) 253-2615, or email Kimberly.Casillas@tn.gov.

We look forward to our continued partnership with you.

Sincerely,



Jennifer Brinkman
Director

cc: Kenneth Ray, Town of Ashland City
File



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 51983	Contract # 51983	Amendment #		
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID 1534		
Amendment Purpose & Effect(s) Revises Clauses, Revises Budget, Revises Contract Scope					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2025			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY24	\$0.00				\$ 0.00
FY25	\$84,179.00				\$84,179.00
TOTAL:	\$84,179.00				\$84,179.00
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>OCR USE</i>		
Speed Chart FA00003518		Account Code City - 71302000			

**AMENDMENT 1
OF GRANT CONTRACT 51983**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.2. is added with the following:
 - B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred sixty-five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.
3. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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).

Amendment Effective Date. The revisions set forth herein shall be effective March 1, 2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE	DATE
JT Smith, Mayor	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER	DATE
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OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

<p>Required Information on Authorizing Agency:</p> <p>Name: Town of Ashland City</p> <p>Federal ID Number (FEIN): 62-6000239</p> <p>DUNS Number:</p> <p>SAM Expiration Date:</p> <p>Fiscal Year End Date: June 30</p>	<p>Implementing Agency:</p> <p>Name: Ashland City Police Department</p> <p>Address: 233 Tennessee Waltz Parkway, Suite 101</p> <p>Ashland City, TN 37015-</p>
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Will You Have Any Subcontracts? Yes

Project Title: Formula Based Grant

AUTHORIZED OFFICIAL - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>JT Smith, Mayor</p> <p>233 Tennessee Waltz Parkway, Suite 103</p> <p>P.O. Box 36</p> <p>Ashland City, 37015</p>	<p>Phone Number:</p> <p>(615) 405-8778</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>jtsmith@ashlandcitytn.gov</p>
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PROJECT DIRECTOR - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>Kenneth Ray, Chief of Police</p> <p>233 Tennessee Waltz Parkway, Suite 101</p> <p>Ashland City, 37015</p>	<p>Phone Number:</p> <p>(615) 405-8778</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>kenny.ray@ashlandcitytn.gov</p>
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FINANCIAL DIRECTOR - Contact Information

<p>(Name, Title, and Complete Mailing Address)</p> <p>Gail Bowman, Financial Director</p> <p>233 Tennessee Waltz Parkway</p> <p>Ashland City, 37015</p>	<p>Phone Number:</p> <p>(615) 792-5618</p> <p>EXT:</p>	<p>E-Mail Address:</p> <p>gbowman@ashlandcitytn.gov</p>
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County/Counties Served (Type ALL if Statewide):

Cheatham

U.S. Congressional District(s): 6

Formula Based Grant - Scope of Services Violent Crime Intervention Fund Grant FY 2023-2025

APPLICANT AGENCY NAME: Ashland City Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

- A.1. *Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident-Based Reporting System (TBIRS) data, local law enforcement data, and local court data.*

Located in Cheatham County in northwest Tennessee, the Town of Ashland City has a population of approximately 5,193 people (2020 Census) and the city spans approximately 10.8 square miles. The demographic make-up of the city is approximately 80.4% White, 5.95% African American, 4.43% other and 8.2% Hispanic or Latino. The Town of Ashland City is the home of State Industries, now known as A.O. Smith, where they produce water heaters. Recently, the city limits were extended to include the industrial park which is home to Nashville Fabrication and Caymas Boats. The Town of Ashland City also hosts two large events annually: Summerfest and Music on Main. Those events attract hundreds, and sometimes thousands, of people.

According to TIBRS (Tennessee Incident Based Reporting System) data, between 2020 and 2022, Ashland City responded to 19 aggravated assaults and 761 drug incidents. Additionally, the Town of Ashland City had 110 domestic violence incidents in that time frame.

While drug crime, in and of itself, is not a violent crime, there is a link between drug crime and violent crime. Approximately 5% of aggravated assaults and 3% of homicides in Tennessee are related to drug activity. Furthermore, with the increased potency of opioids, drug overdoses that result in death are becoming more and more common. Based on the statistics above, it is apparent there is an issue within our community with overdoses and overdoses resulting in deaths. In these cases, if the supplier can be identified, there may be resulting murder charges. It should be noted that violent crime numbers in Tennessee, as a whole, are significantly higher than the national average which, therefore, increases the possibility that law enforcement officers will encounter violent crime incidents, even if they are not currently, or traditionally have been, prevalent in their community.

- A.2. *Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.*

The Ashland City Police Department plans to use the VCIF funding to address officer safety and their ability to respond safely to all incidents of violent crime. The drug use in our community grows daily and a large part of overdoses come from dark parking lots and parks with the regular influx of people coming into Ashland City for work and pleasure, Ashland City Police Department plans to use VCIF funding to improve their investigative capabilities of all violent crime by purchasing license plate readers (LPR's).

- A.3. *Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?*

The Ashland City Police Department is a small agency with 16 officers, a Deputy Chief, and Chief. The police department provides 24-hour coverage, year-round. As a result of this, Ashland City Police Officers are frequently working by themselves with the only backup being officers from surrounding agencies. The police department operates on a small budget and as a result

not have the funds to purchase equipment that is essential to effectively respond to violent crime incidents including domestic violence. Ashland City police officers find themselves in increasingly dangerous situations without the necessary equipment to ensure the officers' safety and the safety of all involved parties. The VCIF funding would allow Ashland City Police Department to purchase license plate readers (LPR's) which in turn would improve officer safety, the efficacy of violent crime responses and investigations, and the safety of the community.

B. PURPOSE

State the goals and objectives of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

- B.1. *Please select one or more **GOAL** of the multijurisdictional/regional violent crime interventions your agency will implement with VCIF FORMULA funds:*

Goal 1: Improve investigation of Violent Crime

- B.2. *For each **GOAL** selected above, please list one or more **OBJECTIVES** that VCIF FORMULA funds will support:*

Goal 1: Improve investigation of Violent Crime

Objective 1.1: Improve digital evidence capabilities with license plate readers.

- B.3. *For each **OBJECTIVE**, please list one or more **ACTIVITIES** that VCIF FORMULA funds will support:*

Goal 1: Improve Investigation of Violent Crime

Objective 1.1: Improve digital evidence capabilities with license plate readers.

Activity 1.1.1: Work with state contract vendor to purchase fixed license plate readers.

Activity 1.1.2: Identify proper placement locations on state right of ways in heavily traveled areas and areas prone to drug overdoses.

Activity 1.1.3: Host training for staff on the usage and access of the collected data, including detective and investigator training.

C. COLLABORATION

- C.1. *Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.*

Although there will not be any formal collaboration agreements, we plan to work cooperatively with surrounding agencies or agencies that entered the license plate to help aide in their investigations.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

- D.1. *List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?*

The Ashland City Police Department plans on purchase the following items:

9 License plate readers: LPRs are small, high-speed cameras systems that automatically capture all license plate numbers that come into view, along with the location, date, and time. They provide the capability of searching for specific license plates, alerting if it is detected; it also ha

search capabilities. The LPRs will be mounted on state right of ways. Note that this item will be purchased on statewide contract. The agency will work with TDOT in order to install and operate the LPRs on state right of ways.

- D.2. *List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.*

No staff will be hired as part of this grant proposal.

- D.3. *Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.*

Improving the Ashland City Police Department’s ability to respond to violent offenders and situations will increase officer safety, as well as the safety of those involved in the situation, and the community as a whole.

License plate readers are a powerful tool in violent crime investigations. They allow investigators to search for vehicles that have been identified as being involved in violent crime. Furthermore, they can generate a pattern of travel or place a vehicle in a certain location at a specific time. All of these things serve to generate leads and help contribute towards the successful prosecution of violent offenders. Additionally, LPRs can alert police to the presence of stolen vehicles and can be crucial in resolving time-sensitive issues such as Amber Alerts. Research has shown that LPRs result in more follow-up arrests than traditional policing methods with less manpower making them a cost-effective way to combat violent crime.¹ The LPRs will be installed on state rights-of-way, in locations that will maximize their usefulness including the walking track, the park parking lot, and on the main highway. Ashland City Police Department will work with TDOT in the purchase and installment of the LPRs on specific roadways within our agency’s jurisdiction.

- D.4. *What impact will this funding have on your agency’s ability to respond to violent crime?*

The VCIF funding will provide Ashland City Police Department with the ability to purchase equipment that would not otherwise be available due to budget restrictions. These items will allow Ashland City police officers to respond to violent crime incidents effectively and safely; therefore, improving their ability to arrest and prosecute violent criminals. The safety of officers and the community is paramount. The LPR’s will provide Ashland City Police Department with the investigative capabilities to identify and apprehend violent offenders.

SIM cards will be purchased and utilized for the LPRs. These SIM cards are used to store and secure identifying information and data associated with these devices. The SIM card purchase and data storage costs will be applicable in FY24 and FY25.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Engage with state contract vendor to purchase license plate readers.	Chief Kenneth Ray
18 months after contract execution	All license plate reader equipment is purchased and installed.	Chief Kenneth Ray

¹ O’Connell, M. (2016). Automatic license plate reader (ALPR) technology: Is ALPR a smart choice in policing? *The Police Journal*, 89(2).

18 months after contract execution	All personnel trained on the use of the license plate readers.	Chief Kenneth Ray
Ongoing	Continue training license plate readers for new hires and updates.	Chief Kenneth Ray
Report submission as required	Required benchmark and outcomes reporting	Chief Kenneth Ray
End of contract period	Submit program output report	Chief Kenneth Ray

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate **OUTPUTS** from the [VCIF Abstract](#) and include **any additional Outputs your strategy will yield**:

- Purchase nine (9) license plate readers to be installed on state right of ways.

F. DATA COLLECTION AND INFORMATION SHARING

F.1. *Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.*

During the contract period, the Ashland City Police Department will gather data using our records management software, Tyler, to keep track of violent crime trends and data. This provides the police department with the capability to generate reports based on specific crimes at any time and monitor the effect of the newly acquired equipment on violent crime intervention and officer safety. Additionally, the Ashland City Police Department will continue with accepted TIBRS standards and practices in reporting crime statistics. This will allow the Ashland City Police Department to measure the efficacy of the newly implemented technology with regards to violent crime intervention.

G. ACCOUNTABILITY

G.1. *Describe how this funding will have long term impact on the violent crime in your region.*

The VCIF funding will allow the Ashland City Police Department to improve their ability to respond to violent crime through the addition of license plate readers. With this equipment, the Ashland City Police Department will be able to respond safely and effectively to incidents of violent crime ensuring the safety of the community. Ashland City is a small community and the money provided by the VCIF allows the police department to purchase equipment that they would not have been able to afford. The VCIF funding ensures that the Ashland City Police Department is well-equipped to address any violent crime that may arise in the community.

G.2. *Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.*

The acquisition of new equipment through the VCIF funds will improve the Ashland City Police Department’s ability to intervene in and investigate violent crime with successful outcomes. As a result of this new equipment, it is hoped that the community will respond positively to the police department’s ability to better resolve violent crime investigations, as well as address overdoses, drug activity, thus further fostering a long-term positive relationship between the police department and the community that they serve.

G.3. *Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.*

All items purchased via the VCIF funding will be inventoried and maintained by the Project Director, Chief Kenneth Ray. Additionally, the Ashland City Police Department will also follow standard operating procedures or policies to ensure the appropriate use of the newly acquired equipment.

GRANT BUDGET				
AGENCY NAME: Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 08/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Ashland City Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

SALARIES, BENEFITS & TAXES	AMOUNT
TOTAL	\$0.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
TOTAL	\$0.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
TOTAL	\$0.00

INSURANCE	AMOUNT
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
TOTAL	\$0.00

DEPRECIATION	AMOUNT
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
TOTAL	\$0.00

INDIRECT COST	AMOUNT
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
TOTAL	\$0.00

GRANT BUDGET				
AGENCY NAME: Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$4,812.00	\$0.00	\$4,812.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$3,240.00	\$0.00	\$3,240.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$76,127.00	\$0.00	\$76,127.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$84,179.00	\$0.00	\$84,179.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Ashland City Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Annual Equipment Maintenance Fee	\$1,809.00
12 Months of Data for 9 LPRs via SIM Cards	\$3,003.00
TOTAL	\$4,812.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
SIM Cards for 9 LPR's	\$3,240.00
TOTAL	\$3,240.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: 9 LPR units at \$55,782.00 plus shipping, installation costs, and startup fees.	\$76,127.00
TOTAL	\$76,127.00



EXPENDITURE REQUEST

Date of Request: 2-13-24 Employee: _____

Department: Parks Department Head Approval: _____

Budget GL: 110-44700-937

Brief description of need for expenditure request: Fireworks for Summerfest

Quantity	Description	Price	Per	Total Price
1	Fireworks			\$16,500

Vendor Name: Impact Pyro

Vendor Address: PO Box 402, Castalian Springs, TN 37031

Council Approval Date: _____

The MG Group, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND AUDITORS

February 12, 2024

Ms. Gayle Bowman,
Finance Director
Ashland City, Tennessee

We are pleased to confirm our understanding of the services we are to provide the Town of Ashland City, Tennessee for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ashland City, Tennessee as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ashland City, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ashland City, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

515 NW Atlantic Street, Tullahoma, Tennessee 37388

Phone (931) 393-3307

Fax (931) 563-5585

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

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

Mark H. Crocker is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 30, 2024 and to issue our reports no later than December 31, 2024.

Our fee for services will not exceed \$25,000 for the audit and an additional \$1,000 if a crosswalk is required. If it is determined that a single audit is required, an additional fee of \$4,000 will be assessed to complete the single audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements

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

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

Very truly yours,

Mark H. Crocker

Mark H. Crocker, CPA, CGMA
for the Firm

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____