



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**September 08, 2020 6:00 PM**  
**Agenda**

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

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

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE AND PRAYER**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) August 11, 2020 Council Meeting Minutes

**PUBLIC FORUM**

**REPORTS**

2. City Attorney

**OLD BUSINESS:**

- [3.](#) Budget Amendment #1 FY 2020-2021

**NEW BUSINESS:**

- [4.](#) US Geological Survey Agreement
- [5.](#) Agreement: City Planner
- [6.](#) TDOT Agreement for Traffic Signal Project
- [7.](#) GNRC Choice Foods Program Pilot Agreement
- [8.](#) Resolution: Alley Abandonment
- [9.](#) Resolution: USDA Loan Resolution for Constructing Wastewater Treatment Plant
- [10.](#) Resolution: Ratification of Private Chapter 56- City Charter
- [11.](#) Resolution: Industrial Access Road Grant
- [12.](#) Resolution: Use of Force Policy
13. Ordinance: Correction to Rezone Ordinance 471 & 483
14. Ordinance: Amend Title 18
- [15.](#) Mayor's Assistant/HR Position Discussion

**EXPENDITURE REQUESTS:**

- [16.](#) Bid Award: Pour-in-place Rubber Surfacing
- [17.](#) Bid Award: Road Resurfacing
- [18.](#) Bid Award: Shade Structures

**OTHER**

**ADJOURNMENT**

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



## TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting August 11, 2020 6:00 PM Minutes

### CALL TO ORDER

Mayor Steve Allen called the meeting to order at 6:12 p.m. stating, "Welcome everyone. I am Steve Allen, Mayor for the Town of Ashland City, call to order the August 11, 2020 City Council Meeting for the Town of Ashland City. Due to the COVID-19 pandemic and in accordance with Governor Bill Lee's Executive Order this meeting is being conducted with limited physical public access. The meeting is being made available to public however via live video stream on the zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the city citizens in light of the COVID-19 pandemic."

### ROLL CALL

#### PRESENT

Mayor Steve Allen  
Councilman Tim Adkins  
Councilman Gerald Greer  
Councilman Roger Jackson  
Councilman Chris Kerrigan  
Councilwoman Lisa Walker

#### ABSENT

Vice Mayor Daniel Anderson  
Mayor declared a quorum.

### APPROVAL OF AGENDA

Ms. Jennifer Noe requested the addition of an item regarding an agreement for the SWAT team to participate in a training in Kingston Springs. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the agenda with the requested addition of the agreement. All approved by voice vote.

### APPROVAL OF MINUTES

1. June 16, 2020 Special Called City Council Meeting Minutes
2. July 14, 2020 Council Meeting Minutes

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve both the June 16, 2020 Special Called Meeting Minutes and the July 14, 2020 Council Meeting Minutes. All approved by voice vote.

### PUBLIC FORUM

Adam Guy stated he is here today to present a request regarding his water and sewer bill for the last three months. The sewer rate is based on the water bill. He further stated from April to July he had been watering newly planted fescue seed. He stated he is asking for an adjustment on the sewer based on his average consumption of water. Mayor stated this does not fall under the coverage provided by Servline and would be at the Council's discretion as to how to handle this. A motion made by Councilman Jackson, seconded by Councilman Greer, to adjust the sewer bill to an average. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

### REPORTS

3. City Attorney

Ms. Noe was having technical difficulty and this item was skipped.

## OLD BUSINESS:

4. Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations  
**AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS.** Councilman Jackson questioned what this is exactly. Ms. Reed stated this allows them to charge five dollars (\$5.00) for the e-tickets. Chief Ray stated that is correct. A motion was made by Councilman Jackson, seconded by Councilman Adkins, to approve the Ordinance to Amend Title 3, Chapter 5 of the Municipal Code. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker. **2nd Reading.**
5. Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending  
**AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING.** Chief Walker stated this is to change vendors from having to move after operating four (4) days in a calendar week to fifteen (15) days in a calendar month. Ms. Noe stated it allows them up to the fifteen (15) days to operate at a location and after that they will have to move in order to continue operation. A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to approve the Ordinance Amending Title 9, Chapter 10 of the Municipal Code. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker. **2nd Reading.**
6. Comcast Franchise Agreement  
Ms. Noe stated she sent the proposed changes to them and has not heard back. She requested a deferral. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to defer this. All approved by voice vote.

## NEW BUSINESS:

7. BlueCross Healthy Place Projects  
**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM.** A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the Resolution to participate in the BlueCross Healthy Place Projects Grant Funding Program. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
8. Veteran's Memorial Park Discussion  
Councilman Kerrigan questioned if this will include the name engraving. Mayor stated they did not get back to him on that and he will let everyone know. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the expenditure of twenty six thousand seven hundred and fifty dollars (\$26,750) to purchase the granite for the Veteran's Memorial Park. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
9. Resolution: Governor Lee's Local Government Support Grant  
**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN GOVERNOR LEE'S LOCAL GOVERNMENT SUPPORT GRANT FUNDING PROGRAM.** A motion was made by Councilman Jackson, seconded by Councilman Adkins, to approve the Resolution for Governor Lee's Local Government Support Grant Funding Program. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
10. Bass, Berry, and Sims Engagement Letter and Resolution  
**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$896,500 TO FINANCE THE PURCHASE OF A FIRE TRUCK AND EQUIPMENT AND RELATED COSTS.** A motion was made by Councilman Greer, seconded by Councilman Adkins, to approve the Initial Resolution to Finance the Purchase of a Fire Truck and Equipment Related Costs. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.



11. Bass, Berry, and Sims Engagement Letter and Resolution  
**A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$896,500 OF BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.** A motion was made by Councilwoman Walker, seconded by Councilman Greer, to approve the Resolution Authorizing the Issuance, Sale, and Payment of \$896,500. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
12. Property Purchase Discussion: 125 Vine Street- Map 049 N Parcel 11.00  
Chief Derek Noe stated the reason they are asking to purchase this lot is to help with the turn radius for the fire trucks. He stated they have set up cones and turned into the lot and although it can be done it is really tight. If they have this lot it will make it a lot easier and will additionally allow for more parking spaces. A motion was made by Councilman Jackson, seconded by Councilman Greer, to purchase the property for fifty five thousand dollars (\$55,000). Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
13. Budget Amendment #1 FY 2020-2021  
**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR.** Ms. Reed requested the money for the property purchase be added to the budget amendment. A motion was made by Councilwoman Walker, seconded by Councilman Greer, to approve the Ordinance for the Budget Amendment with the addition of the fifty five thousand dollars (\$55,000) for the property purchase. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
14. SWAT Agreement  
Ms. Noe stated she received this agreement today and asked this be added to the agenda as they are seeking approval before the end of this month; however, she would like to ask Council to give the Mayor authority to enter into an agreement with whatever verbiage both the mayor and she approves. Councilman Jackson questioned if this is just for liability purposes. Ms. Noe confirmed it is and it will need to be approved by the county and Town of Kingston Springs. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to give the mayor authority to sign an agreement. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

#### **EXPENDITURE REQUESTS:**

15. Permission to bid: Shade Structures
16. Permission to bid: Pour in place surface at Fire Station II playground
17. Permission to bid: Construction of City Hall and Fire Station II.
18. Permission to Bid Road Resurfacing: Little Marrowbone, Marrowbone Lane, Maple Drive, Orchard Lane, Adkisson Street, Hale Street, Thompson Road, Plum Street, Holloway Drive, Bowker Street, and Riverbluff Park  
A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve permission to bid the four bids for shade structures, pour in place surfacing, construction of City Hall and Fire Station I., and resurfacing. All approved by voice vote.

#### **OTHER**

Ms. Noe stated we received the survey for the property on Caldwell. The survey showed the acreage to be approximately ninety three (93) acres and the eight (8) acres in conflict actually were a part of the Girth Family property. She stated this is for information and she would like to get a motion to give the mayor permission to sign a deed to clear this up. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to allow the mayor to sign a new deed to clear this up. Voting Yea:

Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Ms. Noe discussed the option of having the property auctioned. Councilman Jackson stated he would like to get a relator to sell the property. Ms. Noe explained she could check and see what the options are because we have restrictions because of the charter. After much discussion council asked Ms. Noe to get the deed cleared up and then come back and let them know what options they will have for selling the property.

Mr. Josh Wright reported the progress and stated he hopes to have the drawings ready and be ready to bid by the third week of September.

**ADJOURNMENT**

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:00 p.m.

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MAYOR STEVE ALLEN

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CITY RECORDER KELLIE REED, CMFO, CMC

**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR**

**WHEREAS**, the Mayor and Council appropriate \$69,128.40 out of the General Fund - fund balance to cover the following: \$26,750 for the Veteran’s Memorial Park funding, \$10,000 for the cost of the purchase of shotguns for the Police Department as this purchase was not received by the end of the prior fiscal year; \$12,000 for the Police Department in order to allocate funds to pay the reserve officers; \$6,000 for an emergency expenditure for an HVAC system at the Senior Center, \$14,378.40 for COVID-19 prevention and treatment of the city owned facilities by BioPURE as follows: Recorder \$3,450, Police \$862.80, Fire \$4,890, Streets \$862.80, Senior Center \$3,450, Parks \$862.80; and

**WHEREAS**, the Mayor and Council appropriate \$1,920 out of the General Fund for insurance recovery monies received for repair of the awning at the Senior Center; and

**WHEREAS**, the Mayor and Council appropriate the following monies out of the Enterprise Fund: \$488,000 additional projected revenues for the Community Development Block Grant; \$253,140 additional expenses for the Community Development Block Grant.

**NOW THEREFORE, BE IT ORDAINED**, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<b><i>General Fund</i></b>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Recorder Office	\$6,482,650.00	\$6,512,850.00
Police	\$1,679,452.00	\$1,702,314.80
Fire	\$7,755,025.00	\$7,759,915.00
Streets	\$888,280.00	\$889,142.80
Senior Center	\$282,475.00	\$293,845.00
Parks	\$614,977.29	\$615,840.09
<b><i>Enterprise Fund</i></b>	<u>Beginning Budget Anticipated Revenues</u>	<u>Ending Budget Anticipated Revenues</u>
Water and Sewer	\$19,965,490	\$20,453,490
	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Water and Sewer	\$6,482,650.00	\$6,486,100.00

1<sup>st</sup> reading 8-11-2020  
 Public Hearing \_\_\_\_\_  
 2<sup>nd</sup> reading \_\_\_\_\_

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

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



# Budget Report Account Summary

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 110 - GENERAL FUND</b>								
<b>Department: 41210 - CITY COURT</b>								
<a href="#">110-41210-110</a>	SALARIES	180,675.00	180,675.00	13,535.92	13,535.92	0.00	167,139.08	92.51 %
<b>Budget Notes</b>								
<b>Subject</b>		<b>Description</b>						
New Employee		Council eliminating this position -hiring freeze Court Officer \$100 per court day \$2400 per year						
<a href="#">110-41210-112</a>	SALARIES-OVERTIME	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	100.00 %
<a href="#">110-41210-132</a>	BONUS PAY	5,600.00	5,600.00	0.00	0.00	0.00	5,600.00	100.00 %
<a href="#">110-41210-141</a>	OASI (EMPLOYER'S SHARE)	15,000.00	15,000.00	1,000.23	1,000.23	0.00	13,999.77	93.33 %
<a href="#">110-41210-142</a>	HOSPITAL AND HEALTH INSURANCE	25,500.00	25,500.00	835.87	835.87	0.00	24,664.13	96.72 %
<b>Budget Notes</b>								
<b>Subject</b>		<b>Description</b>						
Health Insurance Estimate		Based on \$8500 per employee for FY21 More accurate numbers in May.						
<a href="#">110-41210-143</a>	RETIREMENT - CURRENT	12,200.00	12,200.00	683.70	683.70	0.00	11,516.30	94.40 %
<a href="#">110-41210-146</a>	WORKMEN'S COMPENSATION	1,300.00	1,300.00	332.85	332.85	0.00	967.15	74.40 %
<b>Budget Notes</b>								
<b>Subject</b>		<b>Description</b>						
Claim Charges		Worker's Comp Insurance/possible claim deductible payment						
<a href="#">110-41210-148</a>	EDUCATION AND TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>		<b>Description</b>						
Tyler Conference		Department Head cut \$2000 for the conference to reduce expenses In case we get to go to the conference						
<a href="#">110-41210-245</a>	TELEPHONE AND TELEGRAPH	4,000.00	4,000.00	378.25	378.25	0.00	3,621.75	90.54 %
<a href="#">110-41210-256</a>	CONSULTANT'S SERVICES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-41210-259</a>	OTHER PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>		<b>Description</b>						
da fees		da fees for prosecuting						
<a href="#">110-41210-299</a>	OTHER EXPENSES	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">110-41210-310</a>	OFFICE SUPPLIES	2,000.00	2,000.00	71.76	71.76	0.00	1,928.24	96.41 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduce	department head reduced \$500 to cut expenses							
<a href="#">110-41210-328</a>	TRAFFIC SCHOOL MATERIALS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">110-41210-510</a>	INSURANCE	3,500.00	3,500.00	726.73	726.73	0.00	2,773.27	79.24 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-41210-794</a>	PROBATION PAY SUPPLEMENT	32,500.00	32,500.00	5,420.88	5,420.88	0.00	27,079.12	83.32 %
	<b>Department: 41210 - CITY COURT Total:</b>	<b>295,475.00</b>	<b>295,475.00</b>	<b>22,986.19</b>	<b>22,986.19</b>	<b>0.00</b>	<b>272,488.81</b>	<b>92.22 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Department: 41510 - CITY RECORDER</b>								
<a href="#">110-41510-110</a>	SALARIES	350,050.00	350,050.00	22,144.88	22,144.88	0.00	327,905.12	93.67 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Employee changes	Per Council request eliminate assistant to reduce cost Added Janitor position in FY20 Added Mayor Assistant Full Time position							
<a href="#">110-41510-112</a>	SALARIES-OVERTIME	1,500.00	1,500.00	1,379.60	1,379.60	0.00	120.40	8.03 %
<a href="#">110-41510-132</a>	BONUS PAY	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	100.00 %
<a href="#">110-41510-141</a>	OASI (EMPLOYER'S SHARE)	28,450.00	28,450.00	1,739.72	1,739.72	0.00	26,710.28	93.88 %
<a href="#">110-41510-142</a>	HOSPITAL AND HEALTH INSURANCE	42,500.00	42,500.00	2,390.07	2,390.07	0.00	40,109.93	94.38 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
<a href="#">110-41510-143</a>	RETIREMENT - CURRENT	17,800.00	17,800.00	1,227.70	1,227.70	0.00	16,572.30	93.10 %
<a href="#">110-41510-146</a>	WORKMEN'S COMPENSATION	3,000.00	3,000.00	795.64	795.64	0.00	2,204.36	73.48 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-41510-148</a>	EDUCATION AND TRAINING	10,000.00	10,000.00	412.50	412.50	0.00	9,587.50	95.88 %
<a href="#">110-41510-211</a>	POSTAGE	5,000.00	5,000.00	76.25	76.25	0.00	4,923.75	98.48 %
<a href="#">110-41510-212</a>	FREIGHT & SHIPPING	300.00	300.00	4.15	4.15	0.00	295.85	98.62 %
<a href="#">110-41510-230</a>	PUBLICITY, SUBSCRIPTIONS, AND DUES	17,000.00	17,000.00	3,260.00	3,260.00	0.00	13,740.00	80.82 %
<a href="#">110-41510-235</a>	Mayor Public Relations	25,000.00	25,000.00	179.85	179.85	0.00	24,820.15	99.28 %
<a href="#">110-41510-241</a>	ELECTRIC	15,500.00	15,500.00	1,183.44	1,183.44	0.00	14,316.56	92.36 %
<a href="#">110-41510-242</a>	WATER	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-41510-244</a>	GAS	2,500.00	2,500.00	48.03	48.03	0.00	2,451.97	98.08 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduced	reduced to same budget as last year to reduce cost							
<a href="#">110-41510-245</a>	TELEPHONE AND TELEGRAPH	10,000.00	10,000.00	550.85	550.85	0.00	9,449.15	94.49 %
<a href="#">110-41510-252</a>	LEGAL SERVICES	65,000.00	65,000.00	14,820.00	14,820.00	0.00	50,180.00	77.20 %
<a href="#">110-41510-254</a>	ENGINEER EXP	20,000.00	20,000.00	346.25	346.25	0.00	19,653.75	98.27 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduced	department head cut \$2500 to reduce expenses							
<a href="#">110-41510-256</a>	CONSULTANT'S SERVICES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">110-41510-258</a>	ACCOUNTING SERVICE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">110-41510-260</a>	REPAIR AND MAINTENANC-BLDG	15,000.00	15,000.00	729.74	729.74	0.00	14,270.26	95.14 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduced	reduced \$5000 based on past spending to reduce cost							
<a href="#">110-41510-269</a>	ADA TRANSITIONAL PLAN - REPAIR/MANTNCE OTHER	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-41510-289</a>	OTHER TRAVEL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduced	reduced based on spending habits and more zoom meetings planned and to cut expenses							
<a href="#">110-41510-299</a>	OTHER EXPENSES	15,000.00	15,000.00	39.74	39.74	0.00	14,960.26	99.74 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Property Tax Relief Match	Use this account to cover the Property Tax Relief Match loss							
<a href="#">110-41510-310</a>	OFFICE SUPPLIES	13,000.00	13,000.00	417.69	417.69	0.00	12,582.31	96.79 %
<a href="#">110-41510-331</a>	GAS, DIESEL (FUEL ONLY)	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">110-41510-510</a>	INSURANCE	10,000.00	10,000.00	726.79	726.79	0.00	9,273.21	92.73 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-41510-631</a>	INTEREST ON BONDED DEBT	237,500.00	237,500.00	0.00	0.00	0.00	237,500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
BOND PAYMENT	INTEREST PAYMENT ON BOND DEBT CITY HALL FIRE HALL							
<a href="#">110-41510-717</a>	MATCH FOR FRIENDS OF LIBRARY	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-41510-721</a>	CONTRIBUTION LIBRARY	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	100.00 %
<a href="#">110-41510-727</a>	CONTRIBUTION-CHAMBER OF COMMERCE	750.00	750.00	0.00	0.00	0.00	750.00	100.00 %
<a href="#">110-41510-737</a>	EVENT COMMITTEE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Event Committee	Planning a community event for October that will cost less.							
<a href="#">110-41510-740</a>	Master Gardeners Beautification Project	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-41510-754</a>	Home Grant	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Matching revenue account	110-33435							

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">110-41510-795</a>	CHEATHAM COUNTY PORT AUTHORITY	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">110-41510-900</a>	CAPITAL OUTLAY	5,000,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	100.00 %
<b>Budget Notes</b>	<hr/>							
<b>Subject</b>	<b>Description</b>							
City Hall	To construct and equip the new city hall.							
<a href="#">110-41510-941</a>	SURPLUS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<b>Budget Notes</b>	<hr/>							
<b>Subject</b>	<b>Description</b>							
reduced	department head reduced \$5000 to cut expenses							
<a href="#">110-41510-944</a>	LEASE OR PURCHASE	6,000.00	6,000.00	435.12	435.12	0.00	5,564.88	92.75 %
	<b>Department: 41510 - CITY RECORDER Total:</b>	<b>6,482,650.00</b>	<b>6,482,650.00</b>	<b>52,908.01</b>	<b>52,908.01</b>	<b>0.00</b>	<b>6,429,741.99</b>	<b>99.18 %</b>



Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 41640 - Technology</b>								
<a href="#">110-41640-110</a>	Salaries	62,400.00	62,400.00	3,585.84	3,585.84	0.00	58,814.16	94.25 %
<a href="#">110-41640-112</a>	Overtime	2,000.00	2,000.00	67.68	67.68	0.00	1,932.32	96.62 %
<a href="#">110-41640-141</a>	OASI	5,125.00	5,125.00	275.32	275.32	0.00	4,849.68	94.63 %
<a href="#">110-41640-142</a>	Hospital Insurance	8,500.00	8,500.00	476.16	476.16	0.00	8,023.84	94.40 %
<a href="#">110-41640-143</a>	Retirement	4,200.00	4,200.00	237.48	237.48	0.00	3,962.52	94.35 %
<a href="#">110-41640-146</a>	Worker's Compensation	1,200.00	1,200.00	58.79	58.79	0.00	1,141.21	95.10 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
WC Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-41640-148</a>	EDUCATION AND TRAINING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Training	Microsoft Office, Networking security and sever							
<a href="#">110-41640-230</a>	Publicity, Subscriptions, and Dues	98,500.00	98,500.00	16,963.38	16,963.38	0.00	81,536.62	82.78 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Dues	Licensing for software : 365- \$7K & Tyler-\$25K							
<a href="#">110-41640-245</a>	TELEPHONE AND TELEGRAPH	1,200.00	1,200.00	61.65	61.65	0.00	1,138.35	94.86 %
<a href="#">110-41640-256</a>	Consultant's Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
consultants services	Joe Atnip, Peace conversions, audit, tyler consulting							
<a href="#">110-41640-289</a>	OTHER TRAVEL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
travel	travel for training (airfare, hotel)							
<a href="#">110-41640-299</a>	OTHER EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">110-41640-310</a>	Office Supplies	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">110-41640-320</a>	OPERATING EXPENSES	10,000.00	10,000.00	0.00	0.00	2,122.28	7,877.72	78.78 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
expenses	Fire Walls & Switches							
<a href="#">110-41640-330</a>	Lease Purchase Agreement	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
lease	Dell Lease purchase agreements (\$9100 for local clients, \$25,000 for data backup protection at city hall, \$20,000 for PD)							

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<a href="#">110-41640-510</a>	Insurance	1,500.00	1,500.00	81.00	81.00	0.00	1,419.00	94.60 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
insurance	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-41640-900</a>	Capital Outlay	10,000.00	10,000.00	9,010.40	9,010.40	0.00	989.60	9.90 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
server	Emergency Server if needed							
	<b>Department: 41640 - Technology Total:</b>	<b>282,125.00</b>	<b>282,125.00</b>	<b>30,817.70</b>	<b>30,817.70</b>	<b>2,122.28</b>	<b>249,185.02</b>	<b>88.32 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 42100 - POLICE</b>								
<a href="#">110-42100-110</a>	SALARIES	864,925.00	864,925.00	64,298.02	64,298.02	0.00	800,626.98	92.57 %
<a href="#">110-42100-112</a>	SALARIES-OVERTIME	40,000.00	40,000.00	1,738.27	1,738.27	0.00	38,261.73	95.65 %
<a href="#">110-42100-120</a>	RESERVE WAGES	0.00	0.00	325.00	325.00	0.00	-325.00	0.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
advertised incorrectly	removed the amount and will add back into budget in July							
Reserve Officers	\$20 per hour for all events worked 2 hour minimum for transport							
<a href="#">110-42100-132</a>	BONUS PAY	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00 %
<a href="#">110-42100-141</a>	OASI (EMPLOYER'S SHARE)	73,775.00	73,775.00	4,792.25	4,792.25	0.00	68,982.75	93.50 %
<a href="#">110-42100-142</a>	HOSPITAL AND HEALTH INSURANCE	153,000.00	153,000.00	9,054.20	9,054.20	0.00	143,945.80	94.08 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
<a href="#">110-42100-143</a>	RETIREMENT - CURRENT	59,150.00	59,150.00	4,070.63	4,070.63	0.00	55,079.37	93.12 %
<a href="#">110-42100-146</a>	WORKMEN'S COMPENSATION	35,000.00	35,000.00	19,032.83	19,032.83	0.00	15,967.17	45.62 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-42100-148</a>	EDUCATION AND TRAINING	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	100.00 %
<a href="#">110-42100-210</a>	COMMUNICATION	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-42100-230</a>	PUBLICITY, SUBSCRIPTIONS, AND DUES	3,500.00	3,500.00	300.00	300.00	1,844.04	1,355.96	38.74 %
<a href="#">110-42100-241</a>	ELECTRIC	8,500.00	8,500.00	949.44	949.44	0.00	7,550.56	88.83 %
<a href="#">110-42100-242</a>	WATER	950.00	950.00	0.00	0.00	0.00	950.00	100.00 %
<a href="#">110-42100-244</a>	GAS	4,250.00	4,250.00	46.20	46.20	0.00	4,203.80	98.91 %
<a href="#">110-42100-245</a>	TELEPHONE AND TELEGRAPH	30,000.00	30,000.00	1,973.23	1,973.23	0.00	28,026.77	93.42 %
<a href="#">110-42100-256</a>	CONSULTANT'S SERVICES	5,000.00	5,000.00	1,428.00	1,428.00	0.00	3,572.00	71.44 %
<a href="#">110-42100-260</a>	REPAIR AND MAINTENANC-BLDG	15,000.00	15,000.00	210.96	210.96	0.00	14,789.04	98.59 %
<a href="#">110-42100-261</a>	REPAIR AND MAINTENANCE MOTOR VEHICLES	15,000.00	15,000.00	27.70	27.70	0.00	14,972.30	99.82 %
<a href="#">110-42100-269</a>	OTHER REPAIR AND MAINTENANCE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-42100-289</a>	OTHER TRAVEL	8,000.00	8,000.00	364.78	364.78	0.00	7,635.22	95.44 %
<a href="#">110-42100-296</a>	NCIC	7,000.00	7,000.00	400.00	400.00	0.00	6,600.00	94.29 %
<a href="#">110-42100-299</a>	OTHER EXPENSES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00 %
<a href="#">110-42100-310</a>	OFFICE SUPPLIES	6,500.00	6,500.00	415.43	415.43	0.00	6,084.57	93.61 %
<a href="#">110-42100-320</a>	OPERATING SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-42100-326</a>	CLOTHING AND UNIFORMS	15,000.00	15,000.00	-501.28	-501.28	0.00	15,501.28	103.34 %
<a href="#">110-42100-327</a>	FIRE ARM SUPPLIES	8,000.00	8,000.00	-2,000.00	-2,000.00	0.00	10,000.00	125.00 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Budget Notes</b>	<hr/>							
<b>Subject</b>	<b>Description</b>							
Shotguns	Department Head removed from fye21 budget. Purchasing in the fye20 budget. Replace all shotguns and trade the current ones \$10,000.							
<a href="#">110-42100-331</a>	GAS, DIESEL (FUEL ONLY)	50,000.00	50,000.00	2,393.09	2,393.09	0.00	47,606.91	95.21 %
<a href="#">110-42100-510</a>	INSURANCE	55,000.00	55,000.00	1,149.81	1,149.81	0.00	53,850.19	97.91 %
<b>Budget Notes</b>	<hr/>							
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-42100-798</a>	Donation Money	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">110-42100-900</a>	CAPITAL OUTLAY	162,402.00	162,402.00	77,083.00	77,083.00	0.00	85,319.00	52.54 %
<b>Budget Notes</b>	<hr/>							
<b>Subject</b>	<b>Description</b>							
2 cars	2 cars and all equipment Department Head requested encumbrance of \$80,402 be re-appropriated for the fye21 year. The amount represents 2 cars that will not be purchased by June 30, 2020 due to COVID-19.							
<b>Department: 42100 - POLICE Total:</b>		<b>1,679,452.00</b>	<b>1,679,452.00</b>	<b>187,551.56</b>	<b>187,551.56</b>	<b>1,844.04</b>	<b>1,490,056.40</b>	<b>88.72 %</b>

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 42200 - FIRE PROTECTION AND CONTROL</b>								
<a href="#">110-42200-110</a>	SALARIES	738,075.00	738,075.00	57,502.11	57,502.11	0.00	680,572.89	92.21 %
<a href="#">110-42200-112</a>	SALARIES-OVERTIME	28,500.00	28,500.00	1,863.83	1,863.83	0.00	26,636.17	93.46 %
<a href="#">110-42200-120</a>	WAGES	207,100.00	207,100.00	11,365.88	11,365.88	0.00	195,734.12	94.51 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
County Coverage	\$100,000 pass through to pay for county coverage \$13.50 per hour increase to \$15 per hour							
<a href="#">110-42200-132</a>	BONUS PAY	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	100.00 %
<a href="#">110-42200-141</a>	OASI (EMPLOYER'S SHARE)	78,975.00	78,975.00	5,047.16	5,047.16	0.00	73,927.84	93.61 %
<a href="#">110-42200-142</a>	HOSPITAL AND HEALTH INSURANCE	119,000.00	119,000.00	9,152.72	9,152.72	0.00	109,847.28	92.31 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8,500 per person. True figures in May.							
<a href="#">110-42200-143</a>	RETIREMENT - CURRENT	50,725.00	50,725.00	3,858.78	3,858.78	0.00	46,866.22	92.39 %
<a href="#">110-42200-146</a>	WORKMEN'S COMPENSATION	27,000.00	27,000.00	15,383.20	15,383.20	0.00	11,616.80	43.03 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-42200-148</a>	EDUCATION AND TRAINING	18,000.00	18,000.00	1,050.00	1,050.00	0.00	16,950.00	94.17 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Training	Department Head cut \$10,000 to reduce expenses Ada training							
<a href="#">110-42200-162</a>	VOLUNTEER FIREMEN	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
cuts	Department Head cut \$5,000 to reduce expenses							
<a href="#">110-42200-210</a>	COMMUNICATION	9,000.00	9,000.00	4,696.40	4,696.40	0.00	4,303.60	47.82 %
<a href="#">110-42200-211</a>	POSTAGE	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">110-42200-212</a>	FREIGHT & SHIPPING	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	100.00 %
<a href="#">110-42200-219</a>	Fire Prevention/Public Ed	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Purchase Items	Fire prevention items to use in schools.							
<a href="#">110-42200-230</a>	PUBLICITY/SUBSCRIPTION/DUES	5,500.00	5,500.00	1,345.50	1,345.50	0.00	4,154.50	75.54 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Codes	Codes books and subscriptions							
<a href="#">110-42200-241</a>	ELECTRIC	18,000.00	18,000.00	895.79	895.79	0.00	17,104.21	95.02 %
<a href="#">110-42200-242</a>	WATER	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-42200-244</a>	NATURAL GAS	5,500.00	5,500.00	58.41	58.41	0.00	5,441.59	98.94 %
<a href="#">110-42200-245</a>	Telephone	24,500.00	24,500.00	2,249.54	2,249.54	0.00	22,250.46	90.82 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
3 Employees	Added 3 employees in FY20.							
<a href="#">110-42200-254</a>	ENGINEER EXPENSE	10,000.00	10,000.00	72,846.25	72,846.25	0.00	-62,846.25	-628.46 %
<a href="#">110-42200-256</a>	CONSULTANTS SERVICE	28,500.00	28,500.00	0.00	0.00	0.00	28,500.00	100.00 %
<a href="#">110-42200-257</a>	TN STATE PLANNING OFFICE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-42200-260</a>	REPAIR AND MAINTENANC-BLDG	10,000.00	10,000.00	537.08	537.08	0.00	9,462.92	94.63 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Station 2	Department Head cut \$43,000 to reduce cost New surface material for playground at fire hall #2. \$43,000 (poured in place rubber)							
<a href="#">110-42200-261</a>	REPAIR AND MAINTENANCE MOTOR VEHICLES	43,000.00	43,000.00	149.82	149.82	0.00	42,850.18	99.65 %
<a href="#">110-42200-269</a>	OTHER REPAIR AND MAINTENANCE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
<a href="#">110-42200-289</a>	OTHER TRAVEL	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
<a href="#">110-42200-295</a>	DUMPSTER SERVICE	1,500.00	1,500.00	96.83	96.83	0.00	1,403.17	93.54 %
<a href="#">110-42200-299</a>	OTHER EXPENSES	2,000.00	2,000.00	244.00	244.00	0.00	1,756.00	87.80 %
<a href="#">110-42200-310</a>	OFFICE SUPPLIES	2,000.00	2,000.00	118.71	118.71	0.00	1,881.29	94.06 %
<a href="#">110-42200-320</a>	OPERATING SUPPLIES	29,000.00	29,000.00	1,027.07	1,027.07	0.00	27,972.93	96.46 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Operating Supplies	Fire foam, carwash soap, truck supplies, fluids, etc.							
<a href="#">110-42200-326</a>	CLOTHING AND UNIFORMS	13,750.00	13,750.00	300.00	300.00	0.00	13,450.00	97.82 %
<a href="#">110-42200-329</a>	PERSONAL PROTECTIVE GEAR	10,000.00	10,000.00	477.60	477.60	0.00	9,522.40	95.22 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
cuts	Department Head cut \$10,000 to reduce cost							
<a href="#">110-42200-331</a>	GAS, DIESEL (FUEL ONLY)	25,000.00	25,000.00	1,305.34	1,305.34	0.00	23,694.66	94.78 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
cuts	Department Head cut \$5,000 to reduce expenses							
<a href="#">110-42200-510</a>	INSURANCE	75,000.00	75,000.00	8,802.00	8,802.00	0.00	66,198.00	88.26 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-42200-791</a>	JECD	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Salary	City portion of the JECD salary.							
<a href="#">110-42200-792</a>	GIS SYSTEM	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
<a href="#">110-42200-793</a>	GRANTS	42,800.00	42,800.00	150.00	150.00	0.00	42,650.00	99.65 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
FEMA Safer Grant	4 year grant of \$171,200 total yearly estimate of \$42,800  began in 4th quarter 2018 should end in 4th quarter 2022							
<a href="#">110-42200-900</a>	CAPITAL OUTLAY	5,105,000.00	5,105,000.00	0.00	0.00	1,015,862.00	4,089,138.00	80.10 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Fire Hall	Department Head cut \$15,000 shade structures to reduce expenses Fire Hall \$5,000,000 Fire Truck Payment \$100,000 (maybe \$85,000) Cantilever Shade structures for playground at Fire Hall #2 \$14,000 (3 of them) \$6,000 ?							
<a href="#">110-42200-939</a>	DEMOLITIONS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-42200-940</a>	MACHINERY AND EQUIPMENT	900,000.00	900,000.00	0.00	0.00	0.00	900,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
FIRE TRUCK	FIRE TRUCK 800,000 \$100,000 grant							
<b>Department: 42200 - FIRE PROTECTION AND CONTROL Total:</b>		<b>7,755,025.00</b>	<b>7,755,025.00</b>	<b>200,524.02</b>	<b>200,524.02</b>	<b>1,015,862.00</b>	<b>6,538,638.98</b>	<b>84.31 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 43100 - HIGHWAYS AND STREETS</b>								
<a href="#">110-43100-110</a>	SALARIES	273,450.00	273,450.00	19,864.01	19,864.01	0.00	253,585.99	92.74 %
<a href="#">110-43100-112</a>	SALARIES-OVERTIME	10,000.00	10,000.00	316.81	316.81	0.00	9,683.19	96.83 %
<a href="#">110-43100-132</a>	BONUS PAY	5,450.00	5,450.00	0.00	0.00	0.00	5,450.00	100.00 %
<a href="#">110-43100-141</a>	OASI	23,125.00	23,125.00	1,485.55	1,485.55	0.00	21,639.45	93.58 %
<a href="#">110-43100-142</a>	HOSPITAL AND HEALTH INSURANCE	50,150.00	50,150.00	2,701.13	2,701.13	0.00	47,448.87	94.61 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8,500 True numbers in May							
<a href="#">110-43100-143</a>	RETIREMENT	18,800.00	18,800.00	1,311.75	1,311.75	0.00	17,488.25	93.02 %
<a href="#">110-43100-146</a>	WORKERS COMP.	20,000.00	20,000.00	7,328.37	7,328.37	0.00	12,671.63	63.36 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-43100-148</a>	EDUCATION/TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">110-43100-212</a>	FREIGHT/SHIPPING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-43100-230</a>	PUBLICITY/SUBSCRIPTION/DUES	600.00	600.00	0.00	0.00	0.00	600.00	100.00 %
<a href="#">110-43100-241</a>	ELECTRIC	6,000.00	6,000.00	330.85	330.85	0.00	5,669.15	94.49 %
<a href="#">110-43100-242</a>	WATER	600.00	600.00	0.00	0.00	0.00	600.00	100.00 %
<a href="#">110-43100-244</a>	NATURAL GAS	1,800.00	1,800.00	19.47	19.47	0.00	1,780.53	98.92 %
<a href="#">110-43100-245</a>	TELEPHONE	6,500.00	6,500.00	536.48	536.48	0.00	5,963.52	91.75 %
<a href="#">110-43100-247</a>	STREET LIGHTING	90,000.00	90,000.00	5,989.55	5,989.55	0.00	84,010.45	93.34 %
<a href="#">110-43100-254</a>	ENGINEER EXPENSE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-43100-260</a>	REPAIR/MAINTENANCE BUILDING	15,000.00	15,000.00	175.00	175.00	0.00	14,825.00	98.83 %
<a href="#">110-43100-261</a>	REPAIR/MAINTENANCE VEHICLE	14,000.00	14,000.00	1,618.55	1,618.55	1,409.22	10,972.23	78.37 %
<a href="#">110-43100-262</a>	REPAIR/MAINTENANCE MECH.	11,700.00	11,700.00	211.48	211.48	0.00	11,488.52	98.19 %
<a href="#">110-43100-264</a>	REPAIR/MAINTENANCE TRAFFIC LIGHTS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">110-43100-268</a>	ROAD/BRIDGE REPAIRS	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
<a href="#">110-43100-295</a>	DUMPSTER SERVICE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-43100-299</a>	OTHER EXPENSES	6,700.00	6,700.00	103.35	103.35	0.00	6,596.65	98.46 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduce	Department Head cut \$2,500 to reduce expenses							
<a href="#">110-43100-310</a>	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<a href="#">110-43100-320</a>	OPERATING SUPPLIES	12,500.00	12,500.00	414.11	414.11	0.00	12,085.89	96.69 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduce	Department Head cut \$7,500 to reduce expenses							



**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">110-43100-321</a>	AGRICULTURE AND HORTICULTURE SUPPLIES	7,500.00	7,500.00	493.00	493.00	0.00	7,007.00	93.43 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduce	Department Head cut \$2,500 to reduce expenses							
<a href="#">110-43100-326</a>	CLOTHING AND UNIFORMS	7,300.00	7,300.00	64.75	64.75	0.00	7,235.25	99.11 %
<a href="#">110-43100-331</a>	GAS, DIESEL (FUEL ONLY)	19,600.00	19,600.00	907.92	907.92	0.00	18,692.08	95.37 %
<a href="#">110-43100-342</a>	SIGN PARTS AND SUPPLIES	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
<a href="#">110-43100-423</a>	GUARD RAILS AND POSTS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<a href="#">110-43100-426</a>	CULVERTS	6,500.00	6,500.00	346.90	346.90	600.00	5,553.10	85.43 %
<a href="#">110-43100-451</a>	CRUSHED STONE	12,500.00	12,500.00	0.00	0.00	1,696.50	10,803.50	86.43 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduce	Department Head cut \$2,500 to reduce expenses							
<a href="#">110-43100-454</a>	SALT	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
reduced	Department Head cut \$3,000 to reduce expenses							
<a href="#">110-43100-510</a>	INSURANCE	12,000.00	12,000.00	2,079.11	2,079.11	0.00	9,920.89	82.67 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-43100-930</a>	IMPROVEMENTS OTHER THAN BUILDINGS	168,505.00	168,505.00	62.00	62.00	164,240.00	4,203.00	2.49 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
TN Waltz Hwy 12 Red Light Design	\$161,005 AO Smith will reimburse 110-33701 \$7500 Ped Post, Signals, Push Buttons 161,005 Estimate Roadway Quantites							
<a href="#">110-43100-944</a>	LEASE OR PURCHASE	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00 %
	<b>Department: 43100 - HIGHWAYS AND STREETS Total:</b>	<b>888,280.00</b>	<b>888,280.00</b>	<b>46,360.14</b>	<b>46,360.14</b>	<b>167,945.72</b>	<b>673,974.14</b>	<b>75.87 %</b>

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES</b>								
<a href="#">110-44310-110</a>	SALARIES	151,175.00	151,175.00	8,685.13	8,685.13	0.00	142,489.87	94.25 %
<a href="#">110-44310-132</a>	BONUS PAY	1,450.00	1,450.00	0.00	0.00	0.00	1,450.00	100.00 %
<a href="#">110-44310-141</a>	OASI (EMPLOYER'S SHARE)	12,225.00	12,225.00	641.40	641.40	0.00	11,583.60	94.75 %
<a href="#">110-44310-142</a>	HOSPITAL AND HEALTH INSURANCE	17,000.00	17,000.00	489.43	489.43	0.00	16,510.57	97.12 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance Estimate	Based on \$8500 per employee. More accurate number in May.							
<a href="#">110-44310-143</a>	RETIREMENT - CURRENT	6,025.00	6,025.00	264.36	264.36	0.00	5,760.64	95.61 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Full Time Position	Vacant Full time position							
<a href="#">110-44310-146</a>	WORKMEN'S COMPENSATION	2,000.00	2,000.00	343.84	343.84	0.00	1,656.16	82.81 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-44310-148</a>	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">110-44310-211</a>	POSTAGE	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
<a href="#">110-44310-230</a>	PUBLICITY, SUBSCRIPTIONS, AND DUES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
conference dues	conference dues							
<a href="#">110-44310-241</a>	ELECTRIC	14,000.00	14,000.00	882.65	882.65	0.00	13,117.35	93.70 %
<a href="#">110-44310-242</a>	WATER	2,600.00	2,600.00	0.00	0.00	0.00	2,600.00	100.00 %
<a href="#">110-44310-244</a>	GAS	2,500.00	2,500.00	63.90	63.90	0.00	2,436.10	97.44 %
<a href="#">110-44310-245</a>	TELEPHONE AND TELEGRAPH	8,000.00	8,000.00	638.67	638.67	0.00	7,361.33	92.02 %
<a href="#">110-44310-259</a>	OTHER PROFESSIONAL SERVICES	12,200.00	12,200.00	0.00	0.00	0.00	12,200.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Lindy Murff & GNRC prizes	raise for Lindy \$1200 gnrc prizes							
<a href="#">110-44310-260</a>	REPAIR AND MAINTENANC-BLDG	9,000.00	9,000.00	36.98	36.98	0.00	8,963.02	99.59 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
generator	generator plumbing							
<a href="#">110-44310-283</a>	OUT-OF-TOWN EXPENSE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">110-44310-289</a>	OTHER TRAVEL	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
MidCumberland Travel	when grant money runs out this line item pays for travel midcumberland travel							
<a href="#">110-44310-295</a>	DUMPSTER SERVICE	1,800.00	1,800.00	139.99	139.99	0.00	1,660.01	92.22 %
<a href="#">110-44310-299</a>	OTHER EXPENSES	8,500.00	8,500.00	678.19	678.19	0.00	7,821.81	92.02 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
copier/programming	Department Head cut \$1,000 to reduce expenses programming for the senior center copier fees							
<a href="#">110-44310-310</a>	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">110-44310-326</a>	SENIOR CITIZEN ACTIVITIES	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Shirts for Staff	shirts for the staff							
<a href="#">110-44310-510</a>	INSURANCE	3,000.00	3,000.00	1,343.73	1,343.73	0.00	1,656.27	55.21 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-44310-723</a>	MID CUMBERLAND HUMAN RESOURCE	7,050.00	7,050.00	0.00	0.00	0.00	7,050.00	100.00 %
<a href="#">110-44310-729</a>	MEALS ON WHEELS	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
<a href="#">110-44310-900</a>	CAPITAL OUTLAY	2,500.00	2,500.00	385.93	385.93	0.00	2,114.07	84.56 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
office enclosure, new building	Department Head/Council cut \$25,000 to reduce budget enclosure of office \$25,000 new building fund							
<b>Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:</b>		<b>282,475.00</b>	<b>282,475.00</b>	<b>14,594.20</b>	<b>14,594.20</b>	<b>0.00</b>	<b>267,880.80</b>	<b>94.83 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 44700 - PARKS</b>								
<a href="#">110-44700-110</a>	SALARIES	161,250.00	161,250.00	10,488.12	10,488.12	0.00	150,761.88	93.50 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
new employee	Department Head cut to reduce expenses seasonal employee 26 weeks 40 hours per week \$15 per hour \$15,600							
<a href="#">110-44700-112</a>	SALARIES-OVERTIME	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-44700-132</a>	BONUS PAY	950.00	950.00	0.00	0.00	0.00	950.00	100.00 %
<a href="#">110-44700-141</a>	OASI (EMPLOYER'S SHARE)	13,225.00	13,225.00	792.46	792.46	0.00	12,432.54	94.01 %
<a href="#">110-44700-142</a>	HOSPITAL AND HEALTH INSURANCE	27,200.00	27,200.00	1,025.19	1,025.19	0.00	26,174.81	96.23 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
<a href="#">110-44700-143</a>	RETIREMENT - CURRENT	10,750.00	10,750.00	553.28	553.28	0.00	10,196.72	94.85 %
<a href="#">110-44700-146</a>	WORKMEN'S COMPENSATION	5,000.00	5,000.00	2,213.15	2,213.15	0.00	2,786.85	55.74 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">110-44700-148</a>	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">110-44700-200</a>	CONTRACTUAL SERVICES	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
mowing	mowing							
<a href="#">110-44700-212</a>	FREIGHT & SHIPPING	1,500.00	1,500.00	143.91	143.91	636.23	719.86	47.99 %
<a href="#">110-44700-230</a>	PUBLICITY, SUBSCRIPTIONS, AND DUES	1,500.00	1,500.00	193.36	193.36	0.00	1,306.64	87.11 %
<a href="#">110-44700-236</a>	Farmers Market/Public Relations	4,000.00	4,000.00	140.00	140.00	0.00	3,860.00	96.50 %
<a href="#">110-44700-241</a>	ELECTRIC	32,500.00	32,500.00	1,895.32	1,895.32	0.00	30,604.68	94.17 %
<a href="#">110-44700-242</a>	WATER	4,700.00	4,700.00	0.00	0.00	0.00	4,700.00	100.00 %
<a href="#">110-44700-243</a>	PORTAJOHNS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">110-44700-244</a>	NATURAL GAS	1,500.00	1,500.00	19.47	19.47	0.00	1,480.53	98.70 %
<a href="#">110-44700-245</a>	TELEPHONE AND TELEGRAPH	5,000.00	5,000.00	325.52	325.52	0.00	4,674.48	93.49 %
<a href="#">110-44700-254</a>	ENGINEER EXPENSE	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %

**Budget Report**

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
expenses	Department Head cut \$30,000 to reduce expense. \$15000 puzzle fool, \$15000 johns park bathroom \$75000 trail							
<a href="#">110-44700-260</a>	REPAIR AND MAINTENANC-BLDG	9,000.00	9,000.00	175.00	175.00	0.00	8,825.00	98.06 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
ada repairs	ada repairs							
<a href="#">110-44700-261</a>	REPAIR AND MAINTENANCE MOTOR VEHICLES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
tires	tires							
<a href="#">110-44700-262</a>	REPAIR AND MAINTENANCE OTHER MACHINERY AND EQUIPME	1,000.00	1,000.00	320.73	320.73	0.00	679.27	67.93 %
<a href="#">110-44700-263</a>	REPAIR & MAINTENANCE TRAIL	50,000.00	50,000.00	63.47	63.47	0.00	49,936.53	99.87 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
lumber	repair to bridges							
<a href="#">110-44700-289</a>	OTHER TRAVEL	900.00	900.00	0.00	0.00	0.00	900.00	100.00 %
<a href="#">110-44700-295</a>	DUMPSTER SERVICE	10,000.00	10,000.00	542.20	542.20	0.00	9,457.80	94.58 %
<a href="#">110-44700-299</a>	OTHER EXPENSES	1,000.00	1,000.00	62.00	62.00	0.00	938.00	93.80 %
<a href="#">110-44700-310</a>	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
<a href="#">110-44700-320</a>	OPERATING SUPPLIES	10,000.00	10,000.00	130.38	130.38	0.00	9,869.62	98.70 %
<a href="#">110-44700-321</a>	AGRICULTURE & HORTICULTURE	8,000.00	8,000.00	24.65	24.65	0.00	7,975.35	99.69 %
<a href="#">110-44700-326</a>	CLOTHING AND UNIFORMS	1,500.00	1,500.00	21.78	21.78	0.00	1,478.22	98.55 %
<a href="#">110-44700-331</a>	GAS, DIESEL (FUEL ONLY)	6,000.00	6,000.00	273.59	273.59	0.00	5,726.41	95.44 %
<a href="#">110-44700-342</a>	SIGN PARTS AND SUPPLIES	2,000.00	2,000.00	32.00	32.00	0.00	1,968.00	98.40 %
<a href="#">110-44700-426</a>	CULVERTS	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	100.00 %
<a href="#">110-44700-451</a>	CRUSHED STONE	5,000.00	5,000.00	402.95	402.95	0.00	4,597.05	91.94 %
<a href="#">110-44700-510</a>	INSURANCE	15,000.00	15,000.00	5,907.95	5,907.95	0.00	9,092.05	60.61 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
liability	Property & Liability Insurance/possible claim deductible payment							
<a href="#">110-44700-900</a>	CAPITAL OUTLAY	88,502.29	88,502.29	0.00	0.00	5,375.55	83,126.74	93.93 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Budget Notes</b>	<b>Description</b>							
<b>Subject</b>	Department Head cut 1,2,3 & 5 to reduce expenses.							
<b>Capital Outlay</b>	1. New signs for all parks. \$7,000, 2. HVAC units for bathrooms at Riverbluff Park \$8,000, 3. Cantilever Shade structures for edge of playground at Riverbluff. \$10,000 (3 of them), 4. New swings for Riverbluff Park. \$6,000, 5. New Christmas decorations. \$4,000							
	Total \$35,000, Re-appropriating \$82,502.29 for paving of the Bicentennial Trail from FYE20 budget that can not be completed due to COVID19.							
<a href="#">110-44700-935</a>	TRIATHLON	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
<a href="#">110-44700-937</a>	SUMMERFEST	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
	<b>Department: 44700 - PARKS Total:</b>	<b>614,977.29</b>	<b>614,977.29</b>	<b>25,746.48</b>	<b>25,746.48</b>	<b>6,011.78</b>	<b>583,219.03</b>	<b>94.84 %</b>
	<b>Fund: 110 - GENERAL FUND Total:</b>	<b>18,280,459.29</b>	<b>18,280,459.29</b>	<b>581,488.30</b>	<b>581,488.30</b>	<b>1,193,785.82</b>	<b>16,505,185.17</b>	<b>90.29 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 121 - STATE STREET AID FUND</b>							
<b>Department: 43100 - HIGHWAYS AND STREETS</b>							
<a href="#">121-43100-264</a>	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Paving	Department Head cutting \$80,000 to reduce expenses. Did not spend 2020 funds due to COVID-19. Re-appropriating 2020 funds and adding \$140,000 for 2021.						
<b>Department: 43100 - HIGHWAYS AND STREETS Total:</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>100.00 %</b>
<b>Fund: 121 - STATE STREET AID FUND Total:</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>100.00 %</b>

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 123 - DRUG FUND</b>								
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL</b>								
<a href="#">123-42129-148</a>	EDUCATION AND TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">123-42129-210</a>	COMMUNICATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">123-42129-289</a>	OTHER TRAVEL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">123-42129-299</a>	OTHER EXPENSES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">123-42129-320</a>	OPERATING SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
<a href="#">123-42129-900</a>	DRUG INVESTIGATION AND CONTROL	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
<b>Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:</b>		<b>32,750.00</b>	<b>32,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,750.00</b>	<b>100.00 %</b>
<b>Fund: 123 - DRUG FUND Total:</b>		<b>32,750.00</b>	<b>32,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,750.00</b>	<b>100.00 %</b>



**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 150 - PASS THROUGH GRANT</b>								
<b>Department: 41510 - CITY RECORDER</b>								
<a href="#">150-41510-720</a>	Pass through grant payable	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
AO Smith Berm	AO Smith Berm							
<b>Department: 41510 - CITY RECORDER Total:</b>		<b>1,200,000.00</b>	<b>1,200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200,000.00</b>	<b>100.00 %</b>
<b>Fund: 150 - PASS THROUGH GRANT Total:</b>		<b>1,200,000.00</b>	<b>1,200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200,000.00</b>	<b>100.00 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 413 - WATER AND SEWER</b>								
<b>Department: 52300 - WATER &amp; SEWER</b>								
<a href="#">413-52300-110</a>	SALARIES	830,500.00	830,500.00	57,604.78	57,604.78	0.00	772,895.22	93.06 %
<a href="#">413-52300-112</a>	SALARIES-OVERTIME	50,000.00	50,000.00	3,469.02	3,469.02	0.00	46,530.98	93.06 %
<a href="#">413-52300-132</a>	BONUS PAY	15,250.00	15,250.00	0.00	0.00	0.00	15,250.00	100.00 %
<a href="#">413-52300-141</a>	OASI (EMPLOYER'S SHARE)	71,675.00	71,675.00	4,395.84	4,395.84	0.00	67,279.16	93.87 %
<a href="#">413-52300-142</a>	HOSPITAL AND HEALTH INSURANCE	152,150.00	152,150.00	16,029.98	16,029.98	0.00	136,120.02	89.46 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Health Insurance	Based on \$8500 True numbers in May							
<a href="#">413-52300-143</a>	RETIREMENT - CURRENT	58,225.00	58,225.00	3,969.78	3,969.78	0.00	54,255.22	93.18 %
<a href="#">413-52300-146</a>	WORKMEN'S COMPENSATION	30,000.00	30,000.00	13,345.91	13,345.91	0.00	16,654.09	55.51 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Claims	Worker's Comp Insurance/possible claim deductible payment							
<a href="#">413-52300-148</a>	EDUCATION AND TRAINING	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00 %
<b>Budget Notes</b>								
<b>Subject</b>	<b>Description</b>							
Ada training	Ada training for Brian Stinson							
<a href="#">413-52300-211</a>	POSTAGE	9,000.00	9,000.00	695.40	695.40	0.00	8,304.60	92.27 %
<a href="#">413-52300-212</a>	FREIGHT & SHIPPING	7,000.00	7,000.00	71.69	71.69	0.00	6,928.31	98.98 %
<a href="#">413-52300-230</a>	PUBLICITY, SUBSCRIPTIONS, AND DUES	24,000.00	24,000.00	5,207.68	5,207.68	0.00	18,792.32	78.30 %
<a href="#">413-52300-241</a>	ELECTRIC	205,000.00	205,000.00	15,550.74	15,550.74	0.00	189,449.26	92.41 %
<a href="#">413-52300-244</a>	NATURAL GAS	6,000.00	6,000.00	111.87	111.87	0.00	5,888.13	98.14 %
<a href="#">413-52300-245</a>	TELEPHONE	22,000.00	22,000.00	1,636.25	1,636.25	0.00	20,363.75	92.56 %
<a href="#">413-52300-249</a>	STEP MAINTENANCE/PICKNEY BROS.	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00 %
<a href="#">413-52300-252</a>	LEGAL SERVICES	10,000.00	10,000.00	640.00	640.00	0.00	9,360.00	93.60 %
<a href="#">413-52300-254</a>	ENGINEER EXPENSE	37,000.00	37,000.00	0.00	0.00	0.00	37,000.00	100.00 %
<a href="#">413-52300-255</a>	DATA PROCESSING SERVICES	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00 %
<a href="#">413-52300-258</a>	ACCOUNTING SERVICE	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	100.00 %
<a href="#">413-52300-260</a>	REPAIR AND MAINTENANC-BLDG	25,000.00	25,000.00	434.95	434.95	0.00	24,565.05	98.26 %
<a href="#">413-52300-261</a>	Repair/Maintenance Vehicle	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
<a href="#">413-52300-262</a>	REPAIR AND MAINTENANCE OTHER MACHINERY AND EQUIPME	50,000.00	50,000.00	413.68	413.68	0.00	49,586.32	99.17 %
<a href="#">413-52300-263</a>	METER REPLACEMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
<a href="#">413-52300-265</a>	SEWER LINE REPAIR AND MAINTENANCE	40,000.00	40,000.00	179.94	179.94	0.00	39,820.06	99.55 %
<a href="#">413-52300-266</a>	WATER LINE AND TANK MAINTENANCE	65,000.00	65,000.00	0.00	0.00	2,836.25	62,163.75	95.64 %
<a href="#">413-52300-267</a>	REPAIR AND MAINTENANCE PUMPS	60,000.00	60,000.00	0.00	0.00	4,003.63	55,996.37	93.33 %
<a href="#">413-52300-289</a>	OTHER TRAVEL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">413-52300-292</a>	SEWER CHEMICAL AND LAB EXPENSE	20,000.00	20,000.00	0.00	0.00	1,100.00	18,900.00	94.50 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">413-52300-293</a>	WATER AND SEWER TESTING	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00	100.00 %
<a href="#">413-52300-295</a>	DUMPSTER SERVICE	30,000.00	30,000.00	3,861.69	3,861.69	0.00	26,138.31	87.13 %
<a href="#">413-52300-299</a>	OTHER EXPENSES	9,000.00	9,000.00	228.35	228.35	0.00	8,771.65	97.46 %
<a href="#">413-52300-310</a>	OFFICE SUPPLIES	5,500.00	5,500.00	125.93	125.93	0.00	5,374.07	97.71 %
<a href="#">413-52300-320</a>	OPERATING SUPPLIES	16,500.00	16,500.00	1,142.18	1,142.18	0.00	15,357.82	93.08 %
<a href="#">413-52300-322</a>	CHEMICALS	175,000.00	175,000.00	630.00	630.00	1,230.00	173,140.00	98.94 %
<a href="#">413-52300-326</a>	CLOTHING AND UNIFORMS	15,800.00	15,800.00	150.64	150.64	0.00	15,649.36	99.05 %
<a href="#">413-52300-331</a>	GAS, DIESEL (FUEL ONLY)	22,500.00	22,500.00	1,005.13	1,005.13	0.00	21,494.87	95.53 %
<a href="#">413-52300-339</a>	FIRE HYDRANT REPAIR AND MTNCE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
<a href="#">413-52300-451</a>	CRUSHED STONE	13,500.00	13,500.00	0.00	0.00	2,911.50	10,588.50	78.43 %
<a href="#">413-52300-510</a>	INSURANCE	60,000.00	60,000.00	29,230.48	29,230.48	0.00	30,769.52	51.28 %

**Budget Notes**

Subject	Description
liability	Property & Liability Insurance/possible claim deductible payment

<a href="#">413-52300-551</a>	TRUSTEE FEES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<a href="#">413-52300-613</a>	AMORTIZATION ON BOND PREMIUM	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	100.00 %
<a href="#">413-52300-631</a>	INTEREST ON BONDED DEBT	318,750.00	318,750.00	0.00	0.00	0.00	318,750.00	100.00 %

**Budget Notes**

Subject	Description
bond/loan payment	bond payment \$70,000 loan payment \$283375

<a href="#">413-52300-700</a>	BAD DEBIT EXPENSE	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
<a href="#">413-52300-900</a>	CAPITAL OUTLAY	485,000.00	485,000.00	0.00	0.00	0.00	485,000.00	100.00 %

**Budget Notes**

Subject	Description
Capital outlay items	\$130,000 filter at water plant - also re-appropriating \$130,000 from fiscal year 2020 for filter that will not be replaced before June 30 due to COVID-19. \$75000 land for sewer plant (if not spent in fy20 budget) \$150000 pump stations (possible grant)

<a href="#">413-52300-929</a>	OTHER BUILDING- SEWER PLANT	17,000,000.00	17,000,000.00	0.00	0.00	0.00	17,000,000.00	100.00 %
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**Budget Notes**

Subject	Description
sewer plant	construction of sewer plant

<b>Department: 52300 - WATER &amp; SEWER Total:</b>	<b>20,200,350.00</b>	<b>20,200,350.00</b>	<b>160,131.91</b>	<b>160,131.91</b>	<b>12,081.38</b>	<b>20,028,136.71</b>	<b>99.15 %</b>
<b>Fund: 413 - WATER AND SEWER Total:</b>	<b>20,200,350.00</b>	<b>20,200,350.00</b>	<b>160,131.91</b>	<b>160,131.91</b>	<b>12,081.38</b>	<b>20,028,136.71</b>	<b>99.15 %</b>
<b>Report Total:</b>	<b>39,913,559.29</b>	<b>39,913,559.29</b>	<b>741,620.21</b>	<b>741,620.21</b>	<b>1,205,867.20</b>	<b>37,966,071.88</b>	<b>95.12 %</b>

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 110 - GENERAL FUND							
41210 - CITY COURT	295,475.00	295,475.00	22,986.19	22,986.19	0.00	272,488.81	92.22 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
41510 - CITY RECORDER	6,482,650.00	6,482,650.00	52,908.01	52,908.01	0.00	6,429,741.99	99.18 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
41640 - Technology	282,125.00	282,125.00	30,817.70	30,817.70	2,122.28	249,185.02	88.32 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
42100 - POLICE	1,679,452.00	1,679,452.00	187,551.56	187,551.56	1,844.04	1,490,056.40	88.72 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
42200 - FIRE PROTECTION AND CONTROL	7,755,025.00	7,755,025.00	200,524.02	200,524.02	1,015,862.00	6,538,638.98	84.31 %



**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
43100 - HIGHWAYS AND STREETS	888,280.00	888,280.00	46,360.14	46,360.14	167,945.72	673,974.14	75.87 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
44310 - SENIOR CITIZEN ACTIVITIES	282,475.00	282,475.00	14,594.20	14,594.20	0.00	267,880.80	94.83 %

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
44700 - PARKS	614,977.29	614,977.29	25,746.48	25,746.48	6,011.78	583,219.03	94.84 %
<b>Fund: 110 - GENERAL FUND Total:</b>	<b>18,280,459.29</b>	<b>18,280,459.29</b>	<b>581,488.30</b>	<b>581,488.30</b>	<b>1,193,785.82</b>	<b>16,505,185.17</b>	<b>90.29 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 121 - STATE STREET AID FUND</b>							
43100 - HIGHWAYS AND STREETS	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
<b>Fund: 121 - STATE STREET AID FUND Total:</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>100.00 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 123 - DRUG FUND</b>							
42129 - DRUG INVESTIGATION AND CONTROL	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %
<b>Fund: 123 - DRUG FUND Total:</b>	<b>32,750.00</b>	<b>32,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,750.00</b>	<b>100.00 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 150 - PASS THROUGH GRANT</b>							
41510 - CITY RECORDER	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
<b>Fund: 150 - PASS THROUGH GRANT Total:</b>	<b>1,200,000.00</b>	<b>1,200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200,000.00</b>	<b>100.00 %</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 07/31/2020**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 413 - WATER AND SEWER</b>							
52300 - WATER & SEWER	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
<b>Fund: 413 - WATER AND SEWER Total:</b>	<b>20,200,350.00</b>	<b>20,200,350.00</b>	<b>160,131.91</b>	<b>160,131.91</b>	<b>12,081.38</b>	<b>20,028,136.71</b>	<b>99.15 %</b>
<b>Report Total:</b>	<b>39,913,559.29</b>	<b>39,913,559.29</b>	<b>741,620.21</b>	<b>741,620.21</b>	<b>1,205,867.20</b>	<b>37,966,071.88</b>	<b>95.12 %</b>

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
110 - GENERAL FUND	18,280,459.29	18,280,459.29	581,488.30	581,488.30	1,193,785.82	16,505,185.17	90.29 %
121 - STATE STREET AID FUND	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
123 - DRUG FUND	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %
150 - PASS THROUGH GRANT	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
413 - WATER AND SEWER	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
<b>Report Total:</b>	<b>39,913,559.29</b>	<b>39,913,559.29</b>	<b>741,620.21</b>	<b>741,620.21</b>	<b>1,205,867.20</b>	<b>37,966,071.88</b>	<b>95.12 %</b>





# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Lower Mississippi-Gulf Water Science Center  
640 Grassmere Park, Suite 100  
Nashville, TN 37211

August 10, 2020

Ms. Kellie Reed  
Town of Ashland City  
101 Court Street PO Box 36  
Ashland City, TN 37015

Dear Ms. Reed:

Enclosed are two signed originals of our standard joint-funding agreement between the United States Geological Survey (USGS), during the period October 1, 2020 through September 30, 2021. The agreement is for the operation of a stage and discharge gage on the Cumberland River at Ashland City, Tennessee in the amount of \$4,909 from your agency. USGS contributions for this agreement are \$2,841 for a combined total of \$7,750. Please sign and return one fully-executed original to **Markeshia Watson, Administrative Specialist at the address of 3535 S. Sherwood Forest Boulevard, Ste. 120 Baton Rouge, LA. 70816.**

This is a fixed cost agreement to be billed **annually** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Markeshia Watson at phone number (225) 615-6305 or email at [mwatson@usgs.gov](mailto:mwatson@usgs.gov). Also, you can contact Shannon Williams by phone number (615) 837-4755 or email [swilliam@usgs.gov](mailto:swilliam@usgs.gov) to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies

Sincerely,

DIANNA  
HOGAN

Digitally signed by  
DIANNA HOGAN  
Date: 2020.08.10  
16:48:39 -04'00'

Dianna Hogan  
Acting Director, LMG Water Science Center

Enclosure  
21MLJFATNDA085 (2)

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there of a stage and discharge gage on the Cumberland River at Ashland City, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,841 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$4,909 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 600002544  
Agreement #: 21MLJFATNDA085  
Project #: ML009Z5  
TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Kellie Reed  
Address: 101 Court Street PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211  
Fax:  
Email:

USGS Billing Point of Contact

Name: Markeshia Watson  
Administrative Specialist  
Address: 3535 South Sherwood Forest Blvd.  
Baton Rouge, LA 70816  
Telephone: (225) 298-5481 Ext 3106  
Fax:  
Email: mwatson@usgs.gov

Customer Billing Point of Contact

Name: Kellie Reed  
Address: 101 Court Street PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211  
Fax:  
Email:

U.S. Geological Survey  
United States  
Department of Interior

Town of Ashland City

By DIANNA HOGAN <sup>Signature</sup>  
Name: Dianna Hogan  
Title: Acting Director, LMG Water Science Center

Digital Signature  
DIANNA HOGAN  
Date: 2020.08.10  
16:49:15 -04'00'

Signatures  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

## PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as “Town” and Rick Gregory hereinafter referred to as “Planner”. Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town’s Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- A. SCOPE OF SERVICES.** The Planner shall provide the following services:
1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request
  2. Review of all site plans, plats, and rezoning request and prepared written recommendations
  3. Technical assistance through phone calls, emails, or other correspondence
  4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
  5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances
  6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner
  7. Review of projects supported by TDOT, the MPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations)
  8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making
  9. Monitoring the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the Town.
  10. Annual planning work programs identifying anticipated scope work.
- B.** The Town will be responsible for the following responsibilities:
1. Provide Planner with sufficient notice of meetings and obligations
  2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps
- C. TERM OF CONTRACT:**
- This contract shall become effective on or about September 1, 2020 and shall be effective for 12 months terminating on August 31, 2021. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.
- D. PAYMENT TERMS AND CONDITIONS:**
- This contract shall be in an amount of Eight Thousand Six Hundred Eighty Dollars (\$8,680.00) on an annual basis. This shall be prorated and paid by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out

in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items as listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

**E. TERMINATION OF AGREEMENT**

This agreement may be terminated by either party for convenience without being a breach to this contract. Both sides shall give thirty days notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate.

Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work.

**F. ASSIGNMENT:**

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

**G. RECORDS:**

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

**H. INDEPENDENT CONTRACTOR:**

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

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

\_\_\_\_\_  
Rick Gregory                              Date

**TENNESSEE DEPARTMENT OF TRANSPORTATION  
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT  
FOR PROJECT WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation (“TDOT”), hereby grants this special permit for the use of State property under the following terms and conditions:

**PERMITTEE:**

TOWN OF ASHLAND CITY

**AUTHORIZED USE:**

1. Install raised island and other intersection related improvements as shown in permit drawing

ALL WORK SHALL BE DONE TO TDOT STANDARDS AND SPECIFICATONS

**LOCATION OF PREMISES:**

SR 12 — LM 5.84  
Ashland City, Cheatham Co

EFFECTIVE DATES OF PERMIT:

**STANDARD TERMS AND CONDITIONS**

1. A. PERMITTEE shall assume all liability for claims arising out of conduct on the part of the PERMITTEE for which it would be liable under either the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq., if a State of Tennessee entity, or the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, if a local government entity, for up to the limits for which it can be held liable for such conduct under the applicable act, arising from its use of the Premises.

- B. In addition, PERMITTEE shall require that any contractor of PERMITTEE that performs any work on the State's property, including any installation, maintenance, or operation of the authorized use, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work and shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.
  3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
  4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.
  5. A. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter.
  6. All work on the premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings, TDOT Roadway Design Guidelines, and the Americans with Disabilities Act PROWAG 2011 standards, in addition to applicable federal, state and local law and regulations.

7. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in this permit, including Attachment A.
8. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE is responsible for providing traffic control, including pedestrian access, for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order PERMITTEE to stop work until proper traffic control is put in place.
9. While the project is underway, TDOT may conduct inspections to insure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the project may be inspected and approved by TDOT.
10. PERMITTEE shall be liable for any damage to state property resulting from the subject work, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
11. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way.
12. PERMITTEE does hereby covenant and agree that in the event the Permit is for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program, the PERMITTEE shall comply with all requirements imposed pursuant to Title 49,



Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.
14. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.
15. This permit is non-transferable.
16. This permit shall not be construed as a conveyance of any interest in real property.
17. All notices required to be given to TDOT under this Permit shall be sent to:

DAJANA PAVICIC  
ADMINISTRATIVE SERVICES ASSISTANT II  
6603 CENTENNIAL BLVD, TMC 2<sup>nd</sup> FLOOR  
NASHVILLE, TN 37209

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this agreement.

**STATE OF TENNESSEE  
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
REGIONAL ENGINEERING DIRECTOR                      DATE \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
REGIONAL ATTORNEY    DATE \_\_\_\_\_

**PERMITTEE:**            TOWN OF ASHLAND CITY

BY: \_\_\_\_\_  
DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTRACTOR:**

BY: \_\_\_\_\_  
(to be signed only when bond and/or certificate  
of general liability insurance is furnished by Contractor) —  
By signing this Permit, Contractor agrees to be bound by  
the terms and conditions herein.    DATE \_\_\_\_\_

TITLE: \_\_\_\_\_



# CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> 8/1/2020	<b>End Date</b> 9/30/2021	<b>Agency Tracking #</b> AshlandSC-G 2021-C21	<b>Edison Record ID</b>
-------------------------------	------------------------------	--	-------------------------

<b>Contractor Legal Entity Name</b> Town of Ashland City	<b>Edison Vendor ID</b>
---	-------------------------

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	<b>CFDA #</b> 93.044
--	-------------------------

**Service Caption (one line only)**  
Award is issued under the authority of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021		\$17,700			\$17,700
2022		\$4,800			\$4,800
<b>TOTAL:</b>		<b>\$22,500</b>			<b>\$22,500</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**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 - GU*

<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)
-------------------------------	--------------------------------

**GRANT CONTRACT #2021-21  
BETWEEN THE  
GREATER NASHVILLE REGIONAL COUNCIL  
AND  
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council, hereinafter referred to as the "GNRC," and Grantee Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of multipurpose senior center activities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Federal Employer Identification Number: 62-6000239

**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. Scope to be provided under this contract is included in Attachment 1, which is attached hereto and made a part of this Grant Contract.

**B. TERM OF CONTRACT:**

The parties agree that this Contract shall be effective on 8/1/2020 ("Effective Date") and ending 9/30/2021 ("Term"). The GNRC 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 GNRC under this Contract exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500) ("Maximum Liability"). The Budget, attached and incorporated as Attachment 2, is the maximum amount due the Grantee under this Contract. The 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 GNRC is not subject to escalation for any reason unless amended. The Budget amounts are firm for the duration of the 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 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 Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the GNRC no more often than monthly, with all necessary supporting documentation submitted not later than the 8<sup>th</sup> day of each month for units or services provided the previous month, and present such to:

Greater Nashville Regional Council, 220 Athens Way, STE 20, Nashville, TN 37228.

- 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 Contractor)

- (2) Invoice Date:
- (3) Invoice Period: (to which the reimbursement request is applicable)
- (4) Contract Number: (assigned by the GNRC).
- (5) Account Name: Greater Nashville Regional Council
- (6) Grantee Name:
- (7) Grantee Remittance Address:
- (8) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by 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 Budget line-item to date.
- iii. The total amount reimbursed under the Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and shall be subject to the Budget and any other provision of this Contract relating to allowable reimbursements.
- (2) An invoice under this Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Contract shall initiate the timeframe for reimbursement only when the GNRC 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 Contract shall adhere to the Budget. The Grantee may vary from a Budget line-item amount by up to one percent (1%) 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 Contract amount detailed by the Budget. Any increase in the Budget, grand total amounts shall require an amendment of this Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice within twelve (12) days and a grant disbursement reconciliation report within thirty (30) days of the Contract end date, in form and substance acceptable to the GNRC.

- a. If total disbursements by the Grantee pursuant to this Contract exceed the amounts permitted by the section C, payment terms and conditions of this Contract, the Grantee shall refund the difference to the GNRC. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The GNRC shall not be responsible for the payment of any invoice submitted to the GNRC after the invoice and disbursement reconciliation report deadlines as provided above. The GNRC will not deem any Grantee costs submitted for reimbursement after the deadlines of the invoice and GNRC disbursement reconciliation report to be allowable and reimbursable by the GNRC, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final invoice and disbursement reconciliation report to the GNRC as required by this Contract shall result in the Grantee being deemed ineligible for reimbursement under this Contract, and the Grantee shall be required to refund any and all payments by the GNRC pursuant to this 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 GNRC a copy of the indirect cost rate approved by the cognizant federal agency, the cognizant state agency, or the GNRC, 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, the cognizant state agency, or the GNRC, 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 GNRC, and subject to the availability of funds the GNRC agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the GNRC shall not prejudice the GNRC's right to object to or question any reimbursement, invoice, or related matter. A payment by the GNRC 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 GNRC, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, to constitute unallowable costs.
- C.12. GNRC's Right to Set Off. The GNRC reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Contract or under any other agreement between the Grantee and the GNRC under which the Grantee has a right to receive payment from the GNRC.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the GNRC under this Contract until the GNRC has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the GNRC an "Authorization Agreement for Automatic Deposit Form provided by the GNRC. By doing so, the Grantee acknowledges and agrees that, once this form is received by the GNRC, 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 GNRC a W-9 Form provided by the Council. The Grantee taxpayer identification number must be the same as the Federal Employer Identification Number referenced in this Grant Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The GNRC is not bound by this Grant Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and GNRC bylaws
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties to this Grant Contract in accordance with applicable Tennessee laws and regulations, and GNRC bylaws.
- D.3. Termination for Convenience. The GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by the GNRC. The GNRC 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 GNRC 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 GNRC is liable shall be determined by the GNRC. 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 GNRC'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 Contract, or if the Grantee violates any terms of this Contract, the GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the GNRC's right to terminate this Contract for cause, the Grantee shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the GNRC. If such subcontracts are approved by the GNRC, each shall contain, at a minimum, sections of this 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 GNRC, 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 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 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 Greater Nashville Regional Council:

Michael Skipper, Executive Director  
Greater Nashville Regional Council  
220 Athens Way, Suite 200  
Nashville, TN 37228  
[mkipper@gnrc.org](mailto:mkipper@gnrc.org)  
cc. [gkebler@gnrc.org](mailto:gkebler@gnrc.org)  
Telephone # 615-862-8828  
FAX # 615-862-8840

The Grantee:

Melissa Womack, Director  
The Senior Center at Ashland City  
104 Ruth Drive  
Ashland City, TN 37015  
[mwomack@ashlandcitytn.gov](mailto:mwomack@ashlandcitytn.gov)  
Telephone # 615-792-3629  
FAX # 615-792-5351

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 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 GNRC reserves the right to terminate this Contract upon written notice to the Grantee. The GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by the GNRC. Upon receipt of the written notice, the Grantee shall cease all work associated with the 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 GNRC 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 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. The GNRC 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 Contract.
- a. The Grantee warrants to the GNRC 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 GNRC, including cooperation and coordination with state of Tennessee or GNRC privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Contract so that both parties will be in compliance with the Privacy Rules.
- c. The GNRC and the Grantee will sign documents as required by the Privacy Rules and that are reasonably necessary to keep the GNRC and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the GNRC under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the GNRC to receive such information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment 3, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by the Grantee on behalf of the Tennessee Commission on Aging and Disability, or GNRC, 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 GNRC 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 Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee and/or GNRC." All notices by the Grantee in relation to this Contract shall be approved by the GNRC.

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 Tennessee Commission on Aging and Disability, the GNRC, 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 Tennessee Commission on Aging and Disability, the GNRC, 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 Tennessee Commission on Aging and Disability, GNRC, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the GNRC 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. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) 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 GNRC.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. 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 Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award. The Grantee shall obtain prior approval from the GNRC before purchasing any equipment or motor vehicles under this Contract.
- D.21. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this 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 Contract. The parties acknowledge that they are independent contracting entities and that nothing in this 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 a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the GNRC beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.23. GNRC's Liability. The GNRC shall have no liability except as specifically provided in this Contract.

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 Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contract is not a Force Majeure Event under this Contract. Grantee will promptly notify the GNRC of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the GNRC 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 GNRC may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this 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 Contract or charge the GNRC any fees other than those provided for in this 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 Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.

D.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](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

D.29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 Contract.

- D.30. Completeness. This 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 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 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 Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this 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. Prevailing Wage Rates. All contracts for highway construction projects that are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges require compliance with the prevailing wage laws provided in Tenn. Code Ann. §§ 12-4-401--415.
- D.35. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, these items shall govern in order of precedence below:
  - a. Any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
  - b. This Grant Contract with attachments.

**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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Disclosure of Personal Identity Information. The Grantee shall report to the GNRC any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the GNRC, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the GNRC under this Contract or otherwise available at law.

In addition to the other requirements provided in this Contract, the Contractor shall not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the GNRC. Additionally, the Contractor shall not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the GNRC shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the GNRC or acquired by the Grantee on behalf of the GNRC that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 GNRC or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Federal Funding Accountability and Transparency Act (FFATA)

This 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 GNRC 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/excomp.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 GNRC by the end of the month during which this 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 GNRC by the end of the month in which the amendment to this Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the GNRC may terminate this Contract for cause. The GNRC 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.

**IN WITNESS WHEREOF,**

**TOWN OF ASHLAND CITY:**

---

**STEVE ALLEN, MAYOR** **DATE**

**GREATER NASHVILLE REGIONAL COUNCIL:**

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**ANTHONY HOLT, PRESIDENT** **DATE**

**Senior Center  
Scope of Services**

1. The purpose of the senior center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.
2. The senior center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.
3. If the Senior Center is chartered as a not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. A Senior Center chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)3 status.
4. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must be created by statute, resolution, or ordinance.
5. If the Senior Center is a part of city or county government, the city or county government must have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.
  - a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
  - b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:
    1. Developing and approving the budget
    2. Handling cash and providing receipts
    3. Check writing and disbursements
    4. Purchasing
    5. Petty cash disbursement and replenishment
    6. Bank reconciliation
    7. Program income
    8. Voluntary Contribution
  - c. A facility that is accessible and barrier-free for people with disabilities
6. The senior center shall post the following:
  - a. Participant Grievance Procedure
  - b. Title VI Civil Rights Notice
  - c. Public Accountability Poster (800# TN Comptroller's Office)
  - d. Emergency telephone numbers
  - e. Location of First Aid Kits, extinguishers and other supplies
  - f. Monthly Calendar of Events
7. The senior center shall record participant information using the questions on the Participant Registration Form (PRF) located in the SAMS database. The current PRF will be provided by GNRC to centers using MySeniorCenter programs. This data shall be entered by the 10th day of the following month for centers using the SAMS database and shall be entered by the 4th day of the following month for centers using My Senior Centers.



8. The senior center shall submit financial reports to the AAAD at least quarterly by the 8<sup>th</sup> day of the month following the quarter.
9. The senior center shall submit program data monthly to the AAAD by the 10th day of the following month for those centers using the SAMS database to enter this data and shall be entered by the 4th day of the following month for centers using My Senior Centers to enter this data.
10. The senior center shall retain records for five years plus the current year.
11. The senior center shall submit an annual report to the AAAD by August 1 of each year.
12. The senior center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.
13. GNRC requires all centers to provide telephone reassurance services.
14. The senior center must also provide one or more of these services: health education, education/training, health screening, physical fitness/exercise, or recreation.
15. The senior center shall develop a contingency plan for reopening and have adequate provisions in place to mitigate the spread of Covid-19 when older adults attend senior center activities.
16. The senior center shall implement safety protocols based upon recommendations of the CDC and the State of Tennessee in order to mitigate the spread of Covid-19.
17. The senior center shall have an adequate supply of recommended personal protective equipment and cleaning supplies prior to reopening and maintain an adequate daily supply throughout the contract period.
18. The senior center shall consistently practice safety protocols each day the center is open.

### **Senior Center Grocery Delivery Program Scope of Services**

1. GNRC shall pay Grantee One-Hundred and Twenty-Five dollars (\$125) per box of groceries for the new pilot **Grocery Delivery Program**. A portion of this stated amount, up to twenty-five dollars (\$25), may be utilized for expenses incurred in gathering and delivering the completed Grocery Delivery Program boxes.
2. For the **Grocery Delivery Program**, please see Attachment 4 for a list of suggested and approved items that may be included in a completed Grocery Delivery Program box. **PROHIBITED ITEMS** are also included on Attachment 4, including but not limited to alcohol for consumption, tobacco products of any kind, lottery tickets or other gambling, pet items, and gift cards. Failure to adhere to the requirements listed in this Scope or the applicable attachments may result in termination of this contract. This list of prohibited items is non-exclusive, and additional items may be prohibited at any time during the term of this contract by the GNRC.
3. A **Participant Registration Form** must be completed for each individual receiving a Grocery Delivery Program box, and that individual's personal information must be input into the SAMS database for proper tracking purposes. Timely input of this data into SAMS is a requirement of this contract.
4. Invoices for the **Grocery Delivery Program** are to be entered no more than once per month on a unit-cost reimbursement basis, at the approved rate of One-Hundred and Twenty-Five dollars (\$125) per completed and delivered box.

**GRANT CONTRACT  
BETWEEN  
GREATER NASHVILLE REGIONAL COUNCIL  
AND  
TOWN OF ASHLAND CITY**

**CONTRACT BUDGET**

**August 1, 2020 THROUGH September 30, 2021**

**FUNDS AVAILABLE**

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	<b>Older Americans Act Funds</b>				
10% of	Title III-B: Support Services	93.044	\$ 22,500	\$	\$ 22,500
10% of	Title III-B: Ombudsman	93.044	\$	\$	\$
10% of	Title III-B: Transportation	93.044	\$	\$	\$
10% of	Title III-C1: Congregate Meals	93.045	\$	\$	\$
10% of	Title III-C2: Home Delivered	93.045	\$	\$	\$
10% of	Title III-D: Evidence Based	93.043	\$	\$	\$
10% of	Title III-E: FCSP – Caregiver	93.052	\$	\$	\$
10% of	Title VII: Ombudsman	93.042	\$	\$	\$
	<b>Federal NSIP Funds</b>				
	NSIP Nutrition	93.053	\$	\$	\$
	<b>State Funding</b>				
50% of	Multipurpose Senior Centers	N/A	\$	\$	\$
10% of	Home Delivered Meals	N/A	\$	\$	\$
10% of	Homemaker	N/A	\$	\$	\$
	HCBS/Options for Community	N/A	\$	\$	\$
	Total		\$ 22,500	\$	\$ 22,500

<b>BUDGET</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
<b>BEGIN: August 1, 2020</b>		<b>END: September 30, 2021</b>		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	5000.00	0.00	5000.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	17,500.00	0.00	17,500.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>17,500.00</b>	<b>0.00</b>	<b>17,500.00</b>

<sup>1</sup> 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: <http://www.tn.gov/finance/topic/fa-policyinfo>).

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

### ATTACHMENT 3

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract between the Greater Nashville Regional Council (GNRC) and Town of Ashland City (Grantee) in accordance with Section E.5 of the Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **Town of Ashland City** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

#### 1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

(a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean Town of Ashland City, whose principal address is 104 Ruth Drive, Ashland City, TN 37015.

(c) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way, STE 20, Nashville, TN 37228.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

(f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

#### 2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules.
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.
- (h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- (j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

### **3. Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

- (h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

**4. Term and Termination**

- (a) Term. This Agreement shall be effective as of the date on which this Agreement is signed by the last of the two parties to sign the Contract to which this Agreement is attached and made a part of, and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

**5. Obligations of GNRC.**

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

**6. Obligations of Business Associate Upon Termination.**

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the

Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health Information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.

- (c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
- (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

## 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this



Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

<b>Fresh Vegetables</b>	<b>Entrée/Protein Items</b>	<b>Bread/Crackers</b>
Broccoli	Chicken	Loaf
Carrots	Ground Beef	Rolls/buns
Greens	Eggs	Saltines
Lettuce	Tuna	Biscuits/waffles
Potatoes	Peanut butter	Other
Sweet Potatoes	Mixed nuts	
Tomatoes	Sliced deli meat	<b>Drinks</b>
Other	Spread/canned meat	Coffee
	Canned soup/stew	Juice
<b>Fresh Fruit</b>	Frozen entree	Tea bags
Apples	Frozen pizza	Tea bottled/instant
Bananas	Frozen breakfast items	Water
Berries	Oats/Rice/Grits	Other
Oranges	Boxed cereal	
Other	Pasta	<b>Snack items</b>
	Other	Graham crackers
		Vanilla wafers
		Fig newtons
<b>Frozen Veggies &amp; Fruits</b>	<b>Dairy</b>	pudding cups
Beans	Milk/cream/half&half	Popcorn/pretzels
Corn	Yogurt	Chips
Peas	Cottage cheese	Other
Mixed	Sliced cheese	
Soup mix	Butter/margarine/substitute	
Other	Other	<b>Cleaning supplies</b>
		Bleach
		Disinfectant wipes
<b>Canned/Packaged</b>	<b>Condiments/Baking items</b>	Laundry detergent
Applesauce	Mayo	Dish soap
Beans/peas	Mustard	Dishwasher detergent
Carrots	Catsup	Other
Corn	Salsa	
Dry beans	Hot sauce	
Dried fruit	Honey	<b>Personal hygiene items</b>
Green beans	Syrup	Bathroom tissue
Instant potatoes	Jelly/jam	Hand sanitizer/soap
Pears	Salt & pepper	Shampoo
Peaches	Cornmeal	Deodorant
Mixed vegetables	Flour	Toothpaste/brush
Raisins	Olive oil	Incontinence supplies
Soup mix	Vegetable oil	Lotion
Tomatoes	Other	Other
Other		

This list can be used as a general guide or as a tailored shopping list for an individual. There are no dietary guidelines to meet, and participants are encouraged to request the items they most need/want. The main purpose is to provide a variety of food items, with necessary personal hygiene and cleaning items included secondary to food. The items are intended for the eligible person who has completed the PRF.

**The following items are expressly prohibited and may not be purchased with CARES Act funding:**

- Pet food or other pet items
- Lottery tickets or other gambling items
- Tobacco in any form
- Alcohol for consumption
- Medicines/co-pays
- Gift cards
- Postage stamps
- Money orders

This list of prohibited items is non-exclusive, and additional items may be prohibited at any time during the term of this contract by the GNRC. Failure to adhere to the requirements of the program may result in termination of the contract to provide this program.





EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 09-08-2020 between  
ASHLAND CITY TOWN OF

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

ASHLAND CITY TOWN OF  
\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Mayor



**RIGHT- OF - WAY CERTIFICATE**

The undersigned, ASHLAND CITY TOWN OF,  
hereby certifies except as noted in item 4 below:

1. That the undersigned has acquired and presently holds continuous and adequate rights-of-way on private lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from, United States Department of Agriculture and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the facilities.
2. That the undersigned has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached "Right-of-way Map" shows the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions:  
None

WITNESS WHEREOF, applicant hereunto affixes its name and corporate seal this 8th day of  
September, 2020

By Steve Allen

Attest:

Title Mayor

(Secretary)

(Affix Corporate Seal Here)

*Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250 Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.*

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
	(Date)	ASHLAND CITY TOWN OF	
(SEAL)		(Name of Applicant)	
		(Signature of Authorized Entity Official)	
ATTEST:		Steve Allen, Mayor	
		(Title of Authorized Entity Official)	
		101 Court Street	
(Signature of Attesting Official)		(Address)	
		Ashland City, TN 37015-	
(Title of Attesting Official)		(City, State, and Zip Code)	



**LOAN RESOLUTION**  
(Public Bodies)

A RESOLUTION OF THE City Council

OF THE ASHLAND CITY TOWN OF

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Wastewater Treatment System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the ASHLAND CITY TOWN OF

*(Public Body)*

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Sixteen Million Five Hundred Ninety Nine Thousand & 00/100

pursuant to the provisions of Law of Tennessee; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds, on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 635,000.00

under the terms offered by the Government; that the Mayor

and City Recorder of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was:                      Yeas \_\_\_\_\_                      Nays \_\_\_\_\_                      Absent \_\_\_\_\_

IN WITNESS WHEREOF, the City Council \_\_\_\_\_ of the

ASHLAND CITY TOWN OF \_\_\_\_\_ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this September , 8th day of September

(SEAL)

By Steve Allen  
Title Mayor

Attest:

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

### CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as \_\_\_\_\_ of the ASHLAND CITY TOWN OF

hereby certify that the \_\_\_\_\_ of such Association is composed of

\_\_\_\_\_ members, of whom \_\_\_\_\_ quorum, were present at a meeting thereof duly called and

held on the \_\_\_\_\_ at the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that the date of closing of the loan from the U \_\_\_\_\_ said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_

*Do Not Sign this page. Will be signed at final closing*

\_\_\_\_\_

Title \_\_\_\_\_



Position 3

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The **ASHLAND CITY TOWN OF**

*(name of recipient)*

**101 Court Street Ashland City, TN 37015-**

*(address)*

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, ASHLAND CITY TOWN OF \_\_\_\_\_ on this \_\_\_\_\_  
(name of recipient)  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

\_\_\_\_\_  
Recipient

09/08/2020

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

**RESOLUTION 2020-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO RATIFY 111<sup>th</sup> GENERAL ASSEMBLY PRIVATE CHAPTER 56 AND APPROVE AS THE OFFICAL CHARTER**

**WHEREAS**, the Town of Ashland City had requested that the Tennessee Legislature make modifications to its Charter pursuant to Resolution 2020-05; and

**WHEREAS**, modifications were presented to the State Legislature and approved through House Bill 2928 and Senate Bill 2927 which was signed approved by Governor Bill Lee on July 15, 2020; and

**WHEREAS**, the Town of Ashland City hereby ratifies said amendment to the Charter and accepts the final version as the official charter for the Town of Ashland City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the revised Charter as approved by House Bill 2928 and Senate Bill 2927 and attached hereto is hereby ratified and approved as the official Town of Ashland City Charter.

We, the undersigned City Council members, meeting in Regular Session on this 11th day of August, 2020 move the adoption of the above Resolution.

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

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

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

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

Attest:

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

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





# State of Tennessee

## PRIVATE CHAPTER NO. 56

HOUSE BILL NO. 2928

By Representatives Littleton, Moody

Substituted for: Senate Bill No. 2927

By Senator Roberts

AN ACT to amend Chapter 121 of the Private Acts of 2004; as amended by Chapter 108 of the Private Acts of 2008; Chapter 84 of the Private Acts of 2014 and Chapter 58 of the Private Acts of 2018; and any other acts amendatory thereto, relative to the charter of Ashland City.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Section 19 of Chapter 121 of the Private Acts of 2004, as amended by Chapter 84 of the Private Acts of 2014, and any other acts amendatory thereto, is amended by deleting the section and substituting instead the following:

Section 19. ADMINISTRATIVE DUTIES OF MAYOR. The Mayor shall be the executive head of the City government, responsible for the efficient and orderly administration of the affairs of the City. The Mayor shall be responsible for the enforcement of laws, rules and regulations, ordinances, and franchises of the City, and may appoint special policemen when the Mayor deems such appointments to be necessary. Further, the Mayor shall designate a Financial Director to assist with the budget and to manage all financial affairs of the City. The City Attorney shall take such legal actions as the Mayor may direct for such purposes, may conduct inquiries and investigations into the affairs of the City, and shall have such other powers and duties as may be provided by ordinance not inconsistent with this Charter.

SECTION 2. Section 20 of Chapter 121 of the Private Acts of 2004, as amended by Chapter 108 of the Private Acts of 2008, Chapter 84 of the Private Acts of 2014, Chapter 58 of the Private Acts of 2018, and any other acts amendatory thereto, is amended by deleting the section and substituting instead the following:

Section 20. CITY RECORDER. The City Council shall appoint or elect a City Recorder who shall have the following powers and duties:

(a) To keep and preserve the City seal and all official records not required by law or ordinance to be filed elsewhere;

(b) To attend all meetings of the Council and to maintain a journal showing the proceedings of such meetings, the members of Council present and absent, each motion considered, the title of each resolution and ordinance considered, and the vote of each member of Council on each question. The journal shall be open to the public during the City's regular office hours, subject to reasonable restrictions exercised by the City Recorder. The City Recorder may



**HB 2928**

SECTION 3. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Ashland City. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 4. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 3.

HOUSE BILL NO. 2928

PASSED: June 17, 2020



CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES



RANDY MCNALLY  
SPEAKER OF THE SENATE

APPROVED this 15<sup>th</sup> day of JULY 2020



BILL LEE, GOVERNOR

**RESOLUTION 2020-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE  
AUTHORIZING THE MAYOR TO SIGN A PROPOSAL WITH TENNESSEE  
DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 11950-1510-04,  
11950-3510-04, 11950-2510-04**

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE  
TOWN OF ASHLAND CITY, TENNESSEE** meeting in regular session on this the 8<sup>th</sup> day of  
September, 2020 that the Mayor be authorized to sign a Proposal with the Tennessee Department of  
Transportation for the road improvement project.

We, the undersigned City Council members, meeting in Regular Session on this 8<sup>th</sup> day of September,  
2020 move the adoption of the above Resolution.

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

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

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

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

Attest:

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

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

**P R O P O S A L**

**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**

**TO THE CITY OF ASHLAND CITY, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Ashland City, Tennessee, hereinafter “CITY”, designated as Federal Project No. , State Project No. 11950-1510-04,11950-3510-04,11950-2510-04 , that is described as “State Industrial Access Road serving Caymas Boats and Nashville Fabrication Route: SIA”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the



DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local

Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

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

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
CLAY BRIGHT  
COMMISSIONER

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

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

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



State of Tennessee  
Cheatham County

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE  
APPROVING AND AUTHORIZING THE ASHLAND CITY POLICE  
DEPARTMENT USE OF FORCE POLICY**

**WHEREAS**, the Mayor and Council for the Town of Ashland City wish to amend the Use of Force/Weapons adopt General Order Number 200.07; and,

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

**Section 1.** The attached General Order Number 200.07 regarding the Ashland City Police Department's Use of Force/Weapons policy is hereby approved.

We, the undersigned City Council members, meeting in Regular Session on this 8th day of September, 2020 move the adoption of the above Resolution.

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

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

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

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

Attest:

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

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



# ASHLAND CITY POLICE DEPARTMENT

Ashland City, Tennessee

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General Order

No: 200.07

<b>Subject:</b> Use of Force / Weapons	<b>Amends:</b> General Order 200.07 Effective: March 11, 2015	<b>Rescinds:</b> 5.01, 5.02
<b>Reference:</b> TLEA 2.4, A - K	<b>Effective Date:</b>	<b>Review Date:</b>

## PURPOSE:

The purpose of this General Order is to provide officers of the Ashland City Police Department with guidelines for the use of deadly and non-deadly force, as well as the handling of authorized firearms, weapons and ammunition both on and off-duty.

This directive is intended for departmental use only as a basis for departmental administrative sanctions. Violations of law shall form the basis for criminal and/or civil sanctions in the proper recognized judicial setting.

## POLICY:

It is the policy of the Ashland City Police Department to value and preserve human life and that agency personnel may only use the amount of force which is objectively reasonable to affect lawful duties as provided in T.C.A. 39-11-620, based on the departments Use of Force continuum. Officers are required to be instructed in the agency's Use of Force policy. Only weapons and ammunition authorized by the department will be used by personnel in the performance of their responsibilities while in an on or off-duty capacity.

## DEFINITIONS:

**Active Resistance** - When a subject makes physically evasive movements to interfere with an officer's attempt to control that subject; including, but not limited to, bracing, tensing, pulling away, actual or attempted flight, or pushing.

**Chemical Agent** - Department approved chemical spray issued to sworn personnel.

**Chokehold** - Any pressure or constriction to the neck, throat or windpipe that may inhibit breathing.

**Deadly / Lethal Force** - Force which is likely to cause death or serious bodily injury.

**De-escalation** - A decrease in the severity of force used in an incident in direct response to a decrease in the level of resistance. De-escalation is also a tactic designed to place officers in a position of advantage when dealing with irrational, unpredictable, or suicidal persons. De-escalation helps officers stay focused and calm during crisis situation to bring chaotic moments to as peaceful a resolution as the suspect will afford without risking the safety of the officer or suspect.

**Exigent Circumstances** - Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly frustrating legitimate law enforcement efforts.

**Force** - Any physical strike or instrumental contact with a person; any intentional attempted physical strike or instrumental contact that does not take effect; or any significant physical contact that restricts the movement of a person. The term includes the discharge of a firearm, or pointing a firearm at or in the direction of a human being, use of chemical spray, use of impact weapons, use of electronic control weapons (ECW), chokeholds or hard hands, taking of a subject to the ground, or the deployment of a canine. The term does not include escorting or handcuffing a person with minimal or no resistance. Use of force is lawful if it is objectively reasonable under the circumstances to effect an arrest, or protect the officer or other persons.

**Force / Threat Continuum** - A term used to describe a progressive chain for the prescribed escalation of required necessary force.

**Hard Empty Hand Control** - The force used to gain control of a subject that include but are not limited to punches, strikes and kicks.

**Immediate** - Near at hand, near to or related to the present imminent danger.

**Imminent** - A danger ready to take place, impending danger about to occur, a factual reality not imagined and is believable within the range of known possibility or probability.

**Impact Baton** - Implement used to overcome subject resistance or to protect self / others from assault or injury.

**Neck Restraint / Hold (Also referred to as Vascular Neck Restraint)** - Refers to one of the following types of holds: (a) arm-bar control hold, which inhibits breathing by compression of the airway on the neck; (b) carotid restraint hold, which inhibits blood flow by compression of the blood vessels in the neck; (c) lateral vascular neck restraint; (d) a hold with a knee or other object to the back of a prone subject's neck. A neck restraint / hold shall be considered deadly force.

**Non-Deadly / Less than Lethal Force** - Force which is not likely, nor intended to cause death or serious bodily injury.

**Objectively Reasonable** - What an officer in the same or similar circumstances would believe based on their knowledge of facts surrounding the event as they existed at the time of the event.

**Officer Presence** - The mere presence of an officer in uniform denotes command.

**Passive Resistance** - When a subject does not cooperate with an officer's commands but does not take action to prevent being taken into custody. For example, a protestor who lies down in front of a doorway and must be carried away upon arrest.

**Reasonable Belief** - The facts or circumstances that an officer knows, or should know, are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstances.

**Serious Bodily Injury** - A bodily injury that creates a substantial risk of death, causes serious, personal disfigurement or results in long-term loss or impairment of the functioning of any bodily member or organ.

**Soft Empty Hand Control** - The force used to gain control of a subject that include but are not limited to grabs, holds and joint locks.

**Taser / Electronic Control Weapon** - A defensive weapon approved by the department that transmits electrical impulses to override the central nervous system and control the skeletal muscles.

**Use of Force Report** - An official department report used to document the use of force by the officer(s) who utilized the force.

**Verbal Command** - Verbal command consisting of communicating clearly and dominantly to mediate, direct or resolve the situation.

**Warning Shot** - Discharging of a firearm for the purpose of compelling compliance from an individual, but not intended to cause physical injury.

## **DISCUSSION:**

The value of human life is immeasurable in our society. Police officers have been delegated the responsibility to protect life and property and apprehend criminal offenders. The apprehension of criminal offenders and protection of property must, at all times, be subservient to the protection of life. The officer's responsibility for protecting life must include his or her own.

## USE OF FORCE:

Officers of the Department are authorized to use only the amount of force necessary to accomplish lawful objectives. (See, *Graham v. Conner*, 490 US 388 (1989)). Force may be used:

1. To effect an arrest or prevent the escape from custody of a person whom the officer reasonably believes has committed an offense. (See TCA 39-11-620)
2. To defend the officer or others from the use, or imminent use, of physical force.
3. To take persons into protective custody when authorized by law, such as persons who are a danger to themselves or others, persons incapacitated by alcohol, and/or runaway children.
4. To prevent someone from committing suicide or inflicting serious physical injury upon themselves.
5. To assist a licensed physician or psychologist in providing necessary medical treatment.
6. To control a situation, and to overcome passive or active resistance to a lawful order.
7. To neutralize an unlawful assault and defend themselves or others from harm.

The authorized use of physical force ends when resistance ceases and/or the officer has accomplished the purpose necessitating the use of force. Justification for the use of force is limited to the facts known or perceived by the officer at the time such force is used, including levels of resistance, suspect's behavioral cues, the number of officers and/or offenders present, and the availability of other options.

Force shall never be used to subject a person to torture and/or other cruel or inhumane or degrading treatment or punishment.

All members who encounter situations in which the possibility of violence or resistance to lawful arrest is present, shall, if possible, attempt to remedy the situation through advice, persuasion or warning. If this attempt fails or circumstances do not permit their use, then the member shall react according to the department's threat continuum policy; that of *utilizing the amount of force which is objectively reasonable to effect lawful duties*. Based on the escalation of events, the member shall first attempt to resolve the incident through the following events. However when circumstances will not allow for the progressive escalation, a member shall use that amount of force reasonably necessary to meet and overcome the threat.

1. Physical presence
2. Verbal command
3. Soft Empty Hand Control

4. Taser / chemical agent
5. Hard Empty Hand Control
6. Impact Weapon
7. Deadly force

## **PROCEDURES:**

### **A. Non-Deadly Force:**

1. Physical presence - The mere presence of an officer in uniform denotes command of the situation and should be utilized before progressive use of non-deadly force.
2. Verbal Command - When mere physical presence does not resolve the situation, verbal command / dialogue will be utilized to clarify information and/or to direct involved individual(s) to resolve the situation. Mediation, advice, and problem solving skills should be utilized to assist in deescalating the situation.
3. Soft Empty Hand Control - If paragraph 1 and 2 of this section fails or circumstances do not permit their use, then the member has the following options. This method involves the member's utilizing various techniques such as (holds, joint locks etc.) to affect control of the resisting subject.
4. Taser - When physical presence, verbal command and physical contact controls have failed to remedy the situation, the member is authorized to utilize the issued Taser to facilitate safe subject control.
  - a. Personnel may use an approved Taser when they are required to use physical force, only if the offender poses a threat to the officer and/or citizens, if the offender is not apprehended.
  - b. The Taser should be aimed at the preferred target area, avoiding the chest, head and groin where possible.
  - c. Prior to carrying a Taser, all department personnel shall successfully complete agency approved training.
  - d. No changes, alterations, modifications or substitutions shall be made to the Taser. All repairs to Tasers or accessories shall be completed by an authorized vendor.
  - e. After a member uses a Taser to take a subject into custody, the member shall:
    - 1) Handcuff the subject to minimize the threat of injury to either the member or the subject.

- 2) Remove the Taser probes at the earliest opportunity. The Taser probes shall only be removed by members who have completed agency approved training in the use of the Taser.
  - a) Taser probes that have struck the face, groin or female breasts shall only be removed by fire/rescue or medical personnel.
  - b) Taser probes that have struck a person's body shall be considered a biological hazard and shall be treated as such.
  - c) The cartridge and probe shall be retained as evidence. The wires shall be wound around the cartridge and the probes inserted back into the cartridge securely. This will prevent the sharp ends from penetrating the evidence container. The cartridge shall be placed in an evidence container or bag sealed and marked as biohazard.
- 3) Visually examine the area struck to determine if an injury was sustained.
  - a) A photograph shall be taken of all significant injuries.
  - b) A Use of Force Report shall be completed and forwarded to supervisory personnel.
- f. The Taser function test shall only be performed by a Taser certified member or instructor. Tasers are not to be handled or activated by unauthorized personnel.
- g. Any discharge other than the function test, either intentional or accidental, shall necessitate the immediate notification of the officer's immediate supervisor. A Use of Force Report and an offense report shall be completed by the involved officer. Reports shall be made in all cases involving the discharge of a Taser.
- h. Before discharging the Taser, the officer should notify other officers on the scene and responding officers so that they are aware that its use is eminent. This should be done by using the word "TASER."
5. Chemical Agents - When physical presence, verbal command and physical contact controls have failed to remedy the situation, the member is authorized to utilize the issued chemical agent to facilitate safe subject control.
  - a. Members shall be issued a chemical agent only after successful completion of a course of instruction in the proper use and carrying of the chemical agent as a defensive means of control.

- b. The defensive chemical agent shall be carried and/or utilized only as issued and authorized, and no changes, alterations, modifications, or substitutions shall be made to the issued chemical agent.
  - c. When utilizing the issued chemical agent, members shall use only that amount of agent which is reasonably necessary to protect themselves, civilians and other law enforcement personnel from physical attack or to overcome actual physical resistance to arrest.
  - d. Decontamination procedures will be followed on subjects in which chemical agents have been deployed.
6. Hard Empty Hand Control - When the aforementioned non-deadly force continuum has failed, these methods involve the member's utilizing various techniques such as punches, strikes and kicks to non-lethal areas of the anatomy.
7. Impact Baton - The impact baton shall be used as defensive equipment and shall be used as the threat to the member or others increases.
- a. Members shall be issued a defensive baton only after successful completion of a course of instruction in the proper use and carrying of the baton as a defensive means of control.
  - b. The impact baton shall be carried and/or utilized only as issued and authorized, and no changes, alterations, modifications, or substitutions shall be made to the issued baton.
  - c. When utilizing the impact baton, members shall use only that amount of force which is objectively reasonable to protect themselves, civilians and other law enforcement personnel from physical attack or to overcome actual physical resistance to arrest.

## **B. Reporting Requirements:**

Anytime a Use of Force Report form is completed a photograph of the defendant shall be made and attached.

- 1. Physical Restraint - When restraining force is used and there is no injury and no allegation of injury, it will not be necessary to make an official report of the Use of Force. Any visible injury or allegation of injury shall require the completion of a Use of Force Report.
- 2. Chemical Force - When a chemical agent is used, a Use of Force Report shall be completed by the officer who utilized the chemical agent and delivered to a supervisor as soon as possible.



3. Taser – Any discharge of a Taser other than the function test shall require the completion of a Use of Force Report. (See Procedures A. 4. of this directive.)
4. Physical Force - When Physical Force is used, the incident shall be reported on a Use of Force Report. Physical force shall be considered the required use of mechanical compliance, hands and feet impact, impact weapon or deadly force. The Use of Force Report shall be completed by the member who utilized force and delivered to a supervisor as soon as possible. Each member present or assisting in the incident requiring physical force shall submit a supplement or statement describing the incident. Photos shall be made to support the use of force incident showing the injury or lack of injury.
5. All juveniles will be photographed when physical force (as noted in 2, 3, and 4 above) is used. The photograph will be attached to the Use of Force Report and follow procedures for review by command staff. Upon review, the report with attached photo will be placed in a file designated only for juvenile Use of Force Reports and secured separately from all adult reports.
6. All agency personnel authorized to carry lethal and less-than-lethal weapons shall be issued copies of and/or be instructed in the department's policies on use of force, discharge of warning shots, use of less-lethal weapons, and the rendering of medical aid after use of force incidents as described in this general order before being authorized to carry a weapon.

**C. Supervisor's Responsibility:**

1. Physical force - Upon notification of the use of physical force by agency personnel, a supervisor shall initiate an investigation into the incident.
2. The supervisor shall review the Use of Force Report for clarity and content. Any facts not covered in the report will be included on a supplement report. The supervisor will sign the report and forward it to the appropriate personnel.
3. In the absence of discrepancies or additional facts, the supervisor shall sign the report that a supervisory investigation has been conducted and that facts are as stated in the Use of Force Report.
4. The original Use of Force Report shall be forwarded to the Chief of Police through the chain of command as soon as possible. A review of the report will be conducted at each level.

## D. Deadly Force:

1. An officer need not retreat or desist from efforts to make a lawful arrest because of active, threatened, or passive resistance. Officers must remain aware that a primary law enforcement responsibility is to protect life and property. An officer is justified in the use of that force which he or she reasonably believes necessary in self-defense or defense of others from bodily harm or to affect an arrest. However, an officer is justified in using deadly force only under the following circumstances:
  - a. Deadly force is permissible only when the officer has reasonable belief that the action is necessary in defense of human life or necessary in the defense of any person in imminent danger of serious bodily injury.
  - b. Deadly force is permissible only when there is an imminent and immediate danger of death or serious bodily injury to the officer or other persons present and that danger is caused by the aggressive actions of the suspect.
  - c. Deadly force is not permissible to stop a non-violent fleeing felon or misdemeanor, or to protect property.
  - d. Shooting at or from a moving vehicle is prohibited in all instances except those circumstances governed by paragraph (b) above.
  - e. Officers shall not fire warning shots.
  - f. The intentional use of a chokehold (See TCA 38-3-121 and TCA 38-8-113) or other method of restraint applied to the neck area of another person is prohibited, unless the use of deadly force is authorized. This includes, but is not limited to: (1) arm bar hold; (2) carotid artery hold; (3) vascular neck restraint; and (4) neck restraint or hold with a knee or other object.
  - g. No distinction shall be made relative to the age of the person who is the intended target of deadly force. Self-defense and an imminent and immediate threat shall be the guidelines for employing deadly force.

**Note:** See, *Tennessee v. Garner*, 471 U.S.1, 85 (1985.) (Also see TCA 39-11-620): The United States Supreme Court ruled that the use of deadly force to prevent the escape of a suspected felon violates the Fourth Amendment prohibition against unreasonable seizure if used against an apparently unarmed, non-violent suspect (the case involved a burglary suspect). The Supreme Court further stated that deadly force may be used against an offender who has attempted or committed an offense involving the infliction or threatened infliction of great bodily harm. Deadly force may not be used against an unarmed, non-violent, property crime offender. The United States Supreme Court decision went on to state that when an officer is justified in the use of deadly force he will, if feasible, first give a verbal warning. (Example: "Police Officer, Halt").

#### **E. Drawing and Pointing Firearms:**

1. Officers are prohibited from drawing and pointing their firearms at or in the direction of a person, absent an objectively reasonable determination that the situation may escalate to the point where deadly force would be authorized under this policy. When it is determined that the use of deadly force is not necessary, officers shall, as soon as practicable, secure or holster their firearms. It is the policy of this department that drawing a firearm and pointing it at a person is considered a use of force and must be documented in a report. Drawing and displaying a firearm does not constitute a use of force incident and does not require a report.

#### **F. Risk to Innocent Person:**

1. Officers are prohibited from discharging firearms when it reasonably appears likely that an innocent person may be injured.

#### **G. Duty to Intervene:**

1. An officer who directly observes an unreasonable, excessive, or illegal use of force, in violation of the Department's use of force policy and/or state or federal law, shall;
  - a. act to intervene and stop the use of force by another officer; and
  - b. contact a supervisor as soon as practical.
2. An officer who has knowledge of excessive, unreasonable, or illegal use of force against a person shall;
  - a. notify a supervisor; and
  - b. submit a written incident report to a supervisor as soon as practical.
3. Retaliation against any officer who intervenes against excessive use of force, reports misconduct, or cooperates in an internal investigation is prohibited.

#### **H. Shots to Destroy Animals:**

1. The killing of an animal is justified under the following circumstances:
  - a. To prevent imminent and immediate harm to the agency member or another.
  - b. A seriously wounded or injured domestic animal may be destroyed only after all attempts have been made to request assistance from the Cheatham

County Animal Control Department. The destruction of vicious animals should be guided by the same rules set forth for self-defense and the defense and safety of others.

- c. A seriously wounded or injured wild animal may be destroyed if the officer believes it would be humane to do so.
2. A Use of Force report is required when an animal is killed.

**I. Administrative Relief of Duty (non-disciplinary):**

1. In every instance in which any employee uses deadly force and where such use of force results in death or serious bodily injury to another person, the employee shall be immediately relieved of normal duties.
2. Assignment to a relieved-of-duty status shall be administrative (non-disciplinary) with no loss of pay or benefits.
3. Relief from duty with full pay and benefits is intended to address the personal and emotional needs of the employee involved in the use of deadly force and to assure the community that verification of the facts surrounding such incidents are fully and professionally explored.
4. Employees so relieved from duty shall remain on a "relieved-of-duty" status during the initial twenty-four hour period following the incident, after which the employee may be reassigned to duty status at the discretion of the Chief of Police. Employees so relieved from duty shall ensure their availability to investigators until investigation of the incident is concluded.
5. The employee shall not discuss the incident with anyone except the District Attorney General, department personnel assigned to the investigation, the employee's personal attorney, the employee's licensed mental health professional, physician, Critical Incident Stress Debriefing team, the employee's chosen clergy and the employee's immediate family.
6. Upon returning to duty, the employee may be assigned to administrative duty for a period of time deemed appropriate by the Chief of Police.

**J. Psychological Services for the Employee:**

1. In all cases where an agency member fires on or exchanges gunfire, or any person is injured or killed as a result of firearm discharge by the employee, the involved employee will be required to undergo an emotional debriefing as soon as reasonably possible. Debriefings will be conducted with a department furnished licensed mental health professional. The Department will expend all possible effort to provide personnel with the level of debriefing deemed necessary resulting

from the employee involved event. The purpose of this debriefing will be to allow the employee to express his or her feelings and to deal with the moral, ethical, and psychological after-effects of the incident. The debriefing shall not be related to any department investigation of the incident and nothing discussed in the debriefing will be reported to the department. The debriefing session will remain protected by the privileged Professional Counseling Code of Ethics.

2. The Department will support and assist in additional debriefings at the request of affected personnel. The families of affected personnel may be included in this process. These debriefings may include the Critical Incident Stress Debriefing (C.I.S.D.) process provided through outside sources and may use a peer-counseling format. The primary purpose of the C.I.S.D. is to allow the affected personnel to ventilate emotions, feelings and thoughts of the event and be educated on the effects of the traumatic incident to the involved individual. In all cases where a C.I.S.D. is conducted, a qualified mental health professional will participate and all rules of confidentiality shall apply.

**K. Firearms Re-qualification:**

1. In all cases where an employee fires or exchanges gun fire, or any person is injured or killed as a result of firearm discharge by a member, the involved employee will be required to re-qualify with his or her weapon prior to returning to on-duty status. The re-qualification shall be accomplished under the direction of a firearms training officer. The purpose for this is to ensure that the employee has no psychological or emotional problems which might make him or her "freeze" when faced with the demand of pulling and firing a weapon in the future. Disposal of an animal will not require requalification.

**L. Reporting Use of Deadly Force / Discharging of Firearms Required:**

1. Members who intentionally or accidentally discharge a firearm while on duty shall immediately report the incident to their supervisor. If a department issued firearm is discharged intentionally or accidentally while a member is off-duty, he or she must immediately report the incident to the supervisor who is on duty at the time. A Use of Force Report and an offense report shall be completed by the involved employee. This section is not intended to require reports regarding legal hunting activities, firearms training, or practice.
2. Notifications - When the use of deadly force or accidental discharge of a firearm results in personal injury, death or serious property damage, notification shall be made as follows:
  - a. The on duty supervisor shall immediately notify the Deputy Chief and/or Chief of Police.

- b. The Chief of Police or designee shall notify the District Attorney General of the event and determine the need for investigative assistance and/or review.
3. Incidents involving use of deadly force or accidental discharge investigated within the department shall be assigned by the Chief of Police.
4. The investigation results shall be forwarded to the Chief of Police.
5. In shooting incidents resulting from the exercise of poor judgment, where no violations of law or department policies and procedures are involved, the Chief of Police may note the exercise of poor judgment and make recommendations for remedial training or corrective action.

**M. Medical Aid:**

1. Personnel shall render, or obtain immediate appropriate medical aid, for anyone injured through the use of force, whether the injury is visible or there is a complaint of a non-visible injury. Appropriate medical aid may include increased observation to detect obvious changes in condition, flushing chemical agents from the eyes, applying first aid, evaluation by paramedics, or for more serious or life threatening incidents, immediate aid by medical professionals. If the officer is not able to provide the appropriate level of aid, he/she shall immediately summon medical assistance by contacting communications to advise the nature of the injury and request response by Fire or E.M.S.

**N. Training:**

1. Annually, all agency personnel authorized to carry weapons shall receive training on the department's use of deadly force policy and any state or federal laws referencing use of force. All personnel will receive training to demonstrate their proficiency with all department approved lethal and less-than lethal weapons (i.e. handgun, shotgun, impact weapon, chemical agents, Taser) the employee is authorized to use.
2. Training shall cover the carrying and use, both on and off-duty, of all weapons the agency has authorized the employee to use.
3. All personnel shall meet the minimum state qualification requirements for P.O.S.T. on any and all firearms they are authorized to carry.
4. The instruction and qualification of all weapons shall be provided by a certified weapons and/or tactics instructor.
5. The coordination, instruction, and documentation of training shall be the responsibility of the Chief of Police or his designee.

6. Only agency personnel demonstrating proficiency in the use of agency authorized weapons shall be approved to carry such weapons. Demonstrated proficiency shall include achieving minimum qualifying scores on a prescribed course, attaining and demonstrating knowledge of the laws and policy on use of force, escalating force and deadly force, and exhibiting safe handling of these weapons.

**O. Annual Review of Use of Force Incidents:**

1. The Command Staff along with the Department Training Officer will conduct an annual review of the Use of Force Incidents. This review is intended to identify any patterns or trends that could indicate training needs, equipment upgrades, or need for policy modification.

**P. Carrying Firearms and Ammunition:**

1. Handguns shall be carried in a secure manner, kept fully loaded, clean and in working order at all times while on duty.
2. All members of the department will be issued a Glock Model 22 or Model 23 .40 caliber duty weapon. The department issued Glock 22 is the duty handgun approved for carry by officers assigned to patrol duty. Members assigned to the Criminal Investigations Division or administrative duties may carry any .40 caliber Glock weapon that has been issued by the department or handgun approved by the Chief of Police. Issued weapons shall not be altered or have equipment added without approval from the Chief of Police.
3. The 12 gauge "police type" shotgun will be the only type of shotgun utilized. Such shotguns shall be carried and secured in the appropriate manner while on duty. The weapon will be secured in a locking gun rack or secured in the trunk of the vehicle. The carrying condition of the shotgun while in the vehicle will be magazine loaded to capacity, chamber empty, and safety on.
4. The department issued semi-automatic rifles "AR-15 type" will be the only type of semi-automatic rifles utilized unless authorized by the Chief of Police. Such rifles shall be carried and secured in the appropriate manner while on duty. The weapon will be secured in a locking gun rack or secured in the trunk of the vehicle. The carrying condition of the rifle while in the vehicle will be magazine(s) loaded to capacity, chamber empty, and safety on.
5. Deployment of the rifle or shotgun will be at the discretion of the responding officer. It should be noted that for deployment to occur certain elements must be considered: threat level of the offense, type of crime, number of offenders, civilian density, type of structure and location.
6. Officers are authorized by the Chief of Police to carry a handgun while off duty. Although encouraged, officers are not mandated to do so. All handguns and

ammunition carried off duty shall be approved by the Chief of Police. The handgun must be carried in an attempt as to not be exposed to the public. Officers shall carry the department issued police identification at all times when carrying a firearm off duty. The city approved duty weapon may be carried as an off duty weapon.

7. Secondary or backup weapons are authorized for carry on-duty along with the department issue sidearm. The secondary or backup weapon shall be approved by the Chief of Police. Secondary or backup weapons shall be carried in a secure manner and shall not be visible to the public. The carrying of a secondary or backup weapon will be at the discretion of the individual officer.
8. Only ammunition authorized by the Chief of Police may be carried / utilized.
9. Periodic inspection of authorized weapons may be made by a supervisor for cleanliness and serviceability.
10. It is the responsibility of each officer to maintain security on all department issued weapons when not in use.
11. Handling of weapons in an unsafe or unnecessary manner is prohibited.

**REVIEW PROCESS:**

The Chief of Police and Accreditation Manager will conduct an annual review of this General Order and will make necessary revisions.

**CANCELLATION:**

This General Order will remain in force until revoked or revised by competent authority.

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Chief of Police



## **JOB DESCRIPTION**

## **Town of Ashland City**

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<b>CLASSIFICATION TITLE:</b>	Mayor's Administrative Assistant
<b>DEPARTMENT:</b>	General Government/Recorder
<b>REVISION DATE:</b>	9-2-2020
<b>REPORTS TO:</b>	Mayor
<b>EMPLOYMENT STATUS:</b>	Part-Time
<b>FLSA STATUS:</b>	Non-Exempt
<b>PAY RANGE:</b>	Pay Grade Level 3

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### **JOB SUMMARY**

This position will assist the Mayor with meetings, secretarial duties, and other duties as assigned. This employee must be professional, articulate, and be able to make independent judgements as required to complete tasks.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Point of contact for the Mayor's office
- Attends meetings in the Mayor's absence and keeps the Mayor informed of apprised information
- Maintains Mayor's calendar by scheduling appointments and meetings
- Assists other departments with projects as needed/assigned
- Files worker's compensation claims and serves as point of contact
- Title VI Coordinator
- Assists with employee training and new employee handbook orientation
- Drug-free Workplace Coordinator
- Reconciles Mayor's credit card statements and submits receipts to accounts payable for processing
- Point of contact for job applications with Workforce Essentials
- Assists City Recorder with maintaining job description files
- Various correspondence, reports, and filing
- Plans and organizes employee holiday meals and events
- Assists with planning and organizing Christmas Parade
- Performs other duties as assigned

### **QUALIFICATIONS**

- High school diploma or GED
- Valid Tennessee driver license

### **SKILLS AND ABILITIES**

- Must have excellent verbal and written communication skills
- Ability to listen, observe, and evaluate situations
- Knowledge and experience with Microsoft Office Suites
- Ability to maintain a high level of accuracy
- Must have the ability to create and maintain well-written and understandable records.
- Excellent organizational skills
- Excellent inter-personal and customer service skills
- Ability to work independently and with a group
- Must possess excellent analytical and problem-solving skills

### **EQUIPMENT OPERATED**

- Computer, printer, various office machines (phone, calculator, copier, etc.)
- Microsoft Office Suites
- Cell phone

**WORKING CONDITIONS**

- Working conditions are in an office environment
- Working environment is office setting with some lifting of office supplies weighing up to 25 lbs

**USUAL PHYSICAL DEMANDS**

- Must be able to lift office supplies and materials
- Long hours of sitting with intermittent standing
- Using office equipment and computers

**EMPLOYEE AWARENESS**

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

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This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

**MANAGEMENT APPROVAL**

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**EMPLOYEE UNDERSTANDING AND AGREEMENT**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



## Bid Tabulation

### Pour In Place Rubber Surfacing Bid

Bid Opening: 9-4-2020 at 10:00 am

	Company Name	Bid Totals
1.	Game Time - Cunningham Recreation	\$ 124,960. <sup>00</sup>
2.	Bliss Products + Services	\$ 46,578. <sup>00</sup>
3.	Great Southern Recreation	\$ 42,200. <sup>00</sup>
4.		
5.		
6.		
7.		
8.		
9.		



## Bid Tabulation

### Resurfacing Bid

Bid Opening: 9-4-2020 at 10:00 am

	Company Name	Bid Totals
1.	Sessions Paving	\$ 304,070. <sup>00</sup> / <sub>100</sub>
2.	Jarrett Builders inc.	\$ 338,605. <sup>00</sup> / <sub>100</sub>
3.		
4.		
5.		
6.		
7.		
8.		
9.		



## Bid Tabulation

Shade Structure Bid

Bid Opening: 9-4-2020 at 10:00 am

	Company Name	Bid Totals
1.	<i>No Bids Received</i>	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		