



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

October 03, 2023, 6:00 PM

Agenda

Mayor: JT Smith

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. August 22, 2023, Special Called Council Minutes
2. September 5, 2023, Workshop Minutes

PUBLIC FORUM

Procedure for Speaking Before the Council

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

REPORTS

3. Attorney
4. Project Update from Josh Wright
5. Codes Department
6. Court Department
7. Finance Department
8. Fire Department
9. Human Resources
10. Parks Department

11. Police Department
12. Public Utilities/Works
13. Senior Department

UNFINISHED BUSINESS

- [14.](#) Ordinance: AMEND TITLE 8, CHAPTER 2: BEER
- [15.](#) Ordinance: Budget Amendment #2 - Drug Fund
- [16.](#) Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
17. Banner Discussion
18. Beautification Project: Amanda Bell

NEW BUSINESS

19. Resolution: Purchasing Policy
- [20.](#) Resolution: Update Wage and Salary Policy - Pay Table
- [21.](#) The Calendar Guys, LLC Agreement
- [22.](#) Solomon Builders Retainage Agreement - City Hall
- [23.](#) LPR Subscription Package 5 Year Contract
- [24.](#) TCAD Senior Center Competitive Grants Contract
- [25.](#) Ray Stevens CabaRay Agreement
26. Attorney Fees - City Business Approval
27. City Admin Hiring Process
28. 308 N Main Runoff Issues - Janet Knight
29. Ingram Barge Port Discussion
30. Sycamore Street Water Line Discussion
31. Riverbluff Dock Expansion Discussion
32. Senior Center Name Change, Logo Change, and Age Qualification Change
33. Home Visiting Program for Community Seniors

SURPLUS PROPERTY NOMINATIONS

- [34.](#) Fire: 10 Metal Lockers
- [35.](#) 15 rolling office chairs – Senior

EXPENDITURE REQUESTS

OTHER

36. City Recorder Interviews

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Special Called City Council Meeting
August 22, 2023, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

PLEDGE AND PRAYER

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

None

PUBLIC FORUM

None

OLD BUSINESS

None

NEW BUSINESS

1. Award City Hall Bid

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to award the City Hall bid to Solomon. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Young, Councilman Adkins, and Mayor Smith. Voting Nea: Councilman Kerrigan, Vice Mayor Greer

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to appropriate \$750,000 from reserves toward the City Hall project. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Young, Councilman Adkins, and Mayor Smith. Voting Nea: Councilman Kerrigan, Vice Mayor Greer

OTHER

None

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:33 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

September 05, 2023 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young (arrived at 6:05 pm)

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. August 1, 2023, Workshop Meeting Minutes

A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to approve the August 1, 2023, Workshop Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Shirley Moulton spoke of the Beautification Project and the type of trees used in the project.

REPORTS

2. Attorney
Ms. Noe stated all items are on the agenda.
3. Project Update from Josh Wright
Mr. Wright gave an update on all projects.
4. Codes Department
Mr. Nicholson gave a codes update.
5. Fire Department
Deputy Chief Noe gave a fire update.
6. Human Resources
Ms. Black gave a human resources update.
7. Parks Department
Mr. Clark gave a parks update.
8. Police Department
Chief Ray gave a police update.
9. Public Utilities/Works
Mr. Biggers gave a public works update.
10. Senior Department
Ms. Batts gave a senior update.

OLD BUSINESS

11. Ordinance: City Administrator Job Description
The city attorney discussed some modifications to the ordinance.
12. Facebook Page: Parks Board
Councilman Smith spoke about the need for a parks Facebook page.
13. Beautification Project: Amanda Bell
Amanda Bell presented information for the beautification project.

NEW BUSINESS

14. Ordinance: AMEND TITLE 8, CHAPTER 2: BEER
Jennifer Noe spoke on the changes from the state.
15. Seasonal Employee: Event Planning Coordinator Job Description Discussion
Mr. Clark spoke of the need for this employee to work on city events.
16. Resolution: Update Pay Table - Seasonal Employee
Ms. Black spoke of the name change for the seasonal employee.
17. Resolution: BlueCross Healthy Place Project Grant
Mr. Clark spoke of the grant that was submitted on August 31, 2023.
18. Cheatham County Public Library Agreement
Ms. Black spoke of the yearly agreement with the county.
19. Stratus Agreement: Senior Center
Ms. Batts spoke of the cleaning agreement.
20. Flood Emergency Response Plan: Wastewater Treatment Plant
Ms. Noe spoke of the plan with AO Smith. Some proposed changes have been submitted.
Mike Head spoke on behalf of AO Smith.
21. Cheatham County Central High School Homecoming Bon-Fire Donation
Mr. Clark requested permission to donate time to build the Bonfire.
22. Banner Discussion
Mayor Smith informed of a conversation with the county mayor.
23. Kiwanis Literacy Program "Story Book Trail" Discussion
Mr. Larry Roberts presented handouts and discussed the Story Book Trail.

SURPLUS PROPERTY NOMINATIONS

24. 1995 Chevy S-10 - Public Works
Mr. Biggers discussed this item.

EXPENDITURE REQUESTS

25. Request to Bid Paving 2023 – 2024
Mr. Biggers discussed this item.
26. Paving Back Parking Lot at 233 TN Waltz Parkway
Mr. Biggers discussed the ordinance and the need for parking in the rear of the police and public works building.

OTHER

27. Drug Fund Budget Amendment
Chief Ray discussed the purchase of medical kits for the police cars.
28. Event Permit Appeal
The appeal was requested to be removed by citizens.
29. Beacon Properties Discussion – Tax Abatement

Ms. Noe discussed the request to the county for a 10-year abatement. Mr. Nicholson discussed the county process and property requesting the abatement.

30. Resolution: Livestream Meeting

Ms. Noe spoke of the need for a resolution and which meetings it will affect.

31. Stratus Agreement: Fire Hall Station 1

Deputy Chief Noe spoke of the cleaning agreement for the fire station.

Councilman Thompson, Councilman Kerrigan and Ms. Black discussed car shows and clarification of the insurance issue of it.

ADJOURNMENT

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:24 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

DRAFT

ORDINANCE #

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND TITLE 8, CHAPTER 2: BEER**

WHEREAS, the state law TCA 57-5-101(b) has been amended by the state legislature that changes the definition of beer.

WHEREAS, the new definition of beer in state law contradicts Title 8 Chapter 2 of the Municipal Code and needs to be amended to be in compliance .

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 8, Chapter 2, Section 8-202 (1) be deleted in it's entirety and replaced as follows:

8-202 (1) "Beer" as used in this chapter shall mean products made from the normal alcoholic fermentation of malt or other cereal grains, sugar, or fruit ingredients used to make cider, and having an alcoholic content of not more than eight percent (8%) alcohol by weight and that do not contain distilled spirits or wine as defined in TCA 57-3-101; provided, that at least fifty-one percent (51%) of the overall alcoholic content by weight in the finished product is obtained by the fermentation of malt, other cereal grains, sugar, or fruit ingredients used to make cider, and no more than forty-nine percent (49%) of the overall alcoholic content by weight in the finished product is obtained by the addition of flavorings or other non-beverage ingredients containing alcohol.

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

1st reading
2nd reading

Attest:

Mayor JT Smith

City Recorder

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

WHEREAS, Police Chief will purchase Mobilize Rescue Systems for each police vehicle; and,

WHEREAS, the Town of Ashland City Mayor and Council wish to appropriate the funds for

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 Drug Fund:

<i>Drug Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Drug Fund	\$1,000	\$4,520

1st reading _____

Public Hearing _____

2nd reading _____

Attest:

Mayor JT Smith

Interim City Recorder



Master Medical Equipment
 PO Box 11476
 Jackson, TN 38308
 US
 866-468-9558

QUOTATION

Order Number	
1053830	
Order Date	Page
08/24/2023 13:55:42	1 of 1

Quote Expires On: 09/23/2023

Bill To:

Town of Ashland City
 101 Court Street
 PO Box 36
 Ashland City, TN 37015

Ship To:

Town of Ashland City
 233 Tennessee Waltz Pkwy
 Ashland City, TN 37015

6157925618

Customer ID: 40543

Requested By: Kenny Ray

<i>PO Number</i>	<i>Ship Route</i>	<i>Account Manager</i>	<i>Sales Representative</i>
		TRENT.HARRIS	Trent Harris

<i>Quantities</i>		<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>UOM</i>				
16	EA	ZOL8911-003000-01 MOBILIZE RESCUE SYSTEMS, COMPACT	EA	220.0000	3,520.00

Delivery Instructions:

Total Lines: 1

SUB-TOTAL: 3,520.00
TAX: 0.00
AMOUNT DUE: **3,520.00**
U.S. Dollars

If you are eligible for exemption from sales tax, please share your sales tax exemption documents with MME before you finalize your order. Otherwise, applicable sales tax will be added to the invoice.

Please note that all returns and refunds are subject to MME's return and refund policy which may be found at <https://www.mmemed.com/returns-reunds/>

RESOLUTION NO. 23 –

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ADOPT A FLOOD EMERGENCY RESPONSE PLAN.

WHEREAS, the Town of Ashland City had extensive loss and damage during the 2010 flood;

WHEREAS, the Town has worked with local business owner AO SMITH as well as State and Federal officials to help address flooding in the future and as such planned and constructed the berm located at TN Waltz Parkway;

WHEREAS, the berm has been completed and the Town wants to be proactive for any future flooding disasters;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Town hereby adopts the attached flood emergency response plan.

Approved this the 12th day of September 2023.

Voting in Favor _____

Voting Against _____

Attest:

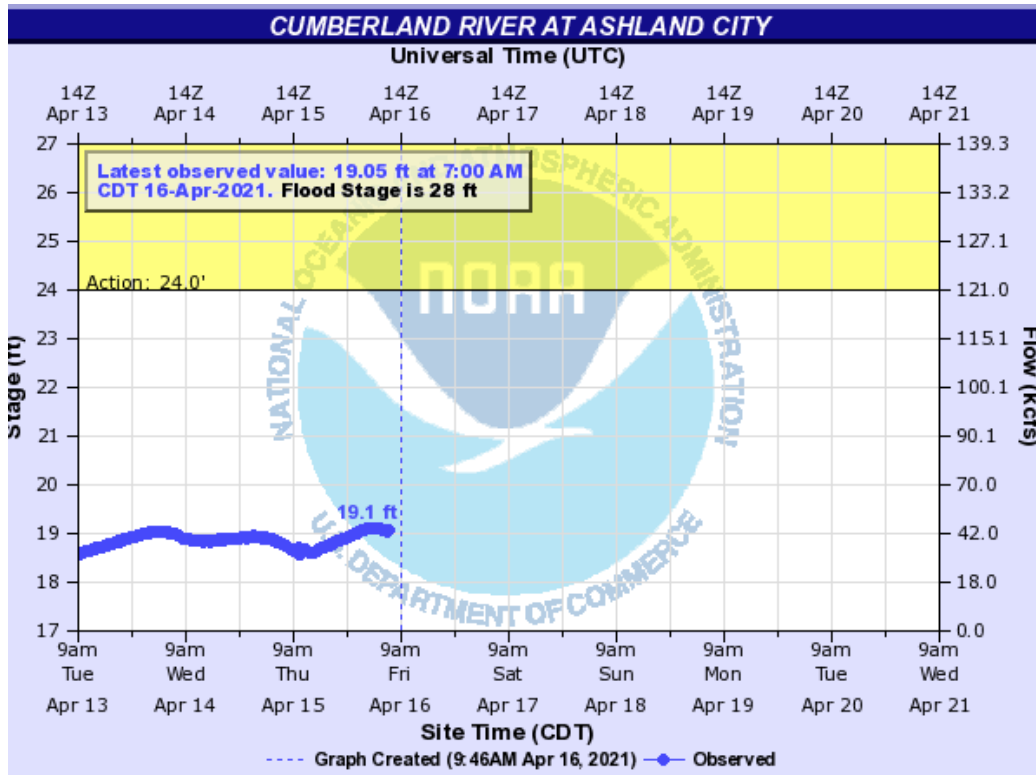
Mayor

Interim City Recorder



Flood Stage Prediction


A river flood gauge has been installed at the Hwy 49 Bridge, and the water level will be monitored online at <https://water.weather.gov/ahps2/hydrograph.php?wfo=ohx&gage=acit1>. One can also look at the Nashville and Clarksville gauge readings to understand the potential value of this information.



The River Gauge “0” reading is 367.04 ft (NAVD88). Thus a 20 ft. river gage reading calculates as elevation 387 ft. The summer pool elevation is around 385’ at the Cheatham Dam. Nashville will be at a higher elevation, and Clarksville will be at a lower elevation. The 100-year flood level elevation is considered to be 402.3 ft (NAVD88) per the 2/26/21 FEMA flood map. The elevation of the top of the A.O. Smith flood abatement system is 409 ft.

Flood Monitoring

A coordinated effort between the Cheatham County Emergency Management Agency and Town of Ashland City officials will be used to monitor river levels on a continuous basis. When river levels reach **21 ft.**, the Public Works Director will initiate preparations at the Ashland City wastewater treatment plant (WWTP) for a potential flood event. The Fire Chief will coordinate communications between the City and A.O. Smith Plant Staff. See Key Contact information below.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant


Key Contacts

Organization	Name	Title	Phone Number
Cheatham County	Edwin Hogan	Emergency Management Agency Director	(615) 456-4419
Ashland City	Chuck Walker	Fire Chief	(615) 533-8357
Ashland City	Clint Biggers	Public Works Director	(615) 887-5400
USACE Cheatham	Tadd Potter	Cheatham Lake Resource Manager	(615) 330-2001
A.O. Smith	Randy Blessing	Environmental, Health, & Safety (EHS) Manager	(615) 973-9138
A.O. Smith	Greg White	Facilities Manager	(615) 419-9708
A.O. Smith	Mike Head	Levee Project Engineer	(615) 974-3373
Ashland City	Allen Nicholson	Flood Plain Administrator	(615) 712-4623

Facility Monitoring

Town of Ashland City wastewater treatment plant and transfer station operation and monitoring:

- a. During an event, the City will monitor river levels with the HWY 49 river gauge.
- b. The safety of City personnel is of the utmost importance. While the Public Works Director believes it is safe to do so, some portion of the staff will physically inspect the wastewater treatment plant and transfer point to ensure systems are functioning properly. The staff currently consists of three WWTP operators and the Public Works Director. The City will also use a Supervisory Control and Data Acquisition system (SCADA) for remote monitoring of these facilities once the new Waste Water Treatment Plant is completed.
- c. Ashland City wastewater personnel will perform the following tasks to prevent the backflow of water into the plant:
 1. Confirm fuel level in generator and fill if necessary.
 2. Operate pump(s) continuously to create backpressure inside the effluent pipes.
 - i. There are two effluent pipes. One primary line, and a second legacy line that is only used for draining tanks to clean them.
 - ii. One pump can typically keep all pipelines pressurized with the second pump in reserve.
 - iii. Both pumps have check valves installed.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

3. Secure the manhole cover located within the entry road into the treatment plant after completion of the waste/water sewer plant on or before July 31, 2025.
- d. If the facilities become inaccessible and or conditions become such that staff safety is in question, physical monitoring will be suspended until such time as it is determined to be safe for entry.
- e. If the facility becomes inaccessible by the standard route, the emergency access route for fueling the generator would be utilized. See Figure 1.

Generator Fueling Coordination

Purpose:

To provide a coordinated refueling effort between the Town of Ashland City and the Cheatham County Emergency Management Agency.

In the event of a power failure, the follow assessment will be made:


1. Is a significant weather event anticipated?
2. Will this weather provide ample rain fall in the Ashland City drainage basin to increase the level of the Cumberland River?
3. Check the fuel level within each generator. If necessary, top-off the fuel tanks before the event.

Identified Generators

- The Town of Ashland City currently has a generator in place at the existing City Wastewater Treatment Plant (WWTP) north and adjacent to the A.O. Smith facility.
- The Town of Ashland City will have a future generator at the new Wastewater Treatment facility. Timeframe is tentatively Q3 2025.

Maintenance and refueling

- Regular maintenance is to be performed by a contracted and qualified vendor.
- Fuel levels are to be checked regularly using external gauges.
 - o A low-level alarm is incorporated into the backup generator remote panel mounted within the WWTP office building.
- Regular refueling is to occur when the fuel level drops below 60%.
 - o City WWTP personnel are responsible for refueling the backup generator(s).
 - o A City-owned shop truck with an approximately 100-gallon capacity fuel tank is used to transport fuel from storage tanks at the Water Treatment Plant to the WWTP backup generator(s).
 - o The northeast section of levee embankment transitions to existing grade at 410 feet near the elementary school ballfields. A truck can transition onto the crest of the levee and access the AO Smith office parking lot and the WWTP using the existing gates.
- Before and during weather-related events, storage tank fuel levels should be routinely checked. If required, contact the appropriate vendor to refill.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

- During emergency conditions, such as a power outage, fuel levels will be checked daily. The generator(s) can operate up to 24 hours after refueling. Fuel consumption may vary depending upon the load and overall pump runtimes. Refueling operations will be conducted during daylight hours.

Refueling Vendors

- City will maintain a contract with a refueling vendor.

WWTP Access (See Figure 1)

- Town of Ashland City: **Existing** Wastewater Treatment Plant
 - a. Standard access will be through the A.O. Smith Corporate Entrance (Gate A) via Tennessee Waltz Parkway (SR-455) and through the main gate at the WWTP. See the green route on Figure 1.
 - b. Emergency access will be from Elizabeth Street at the southern entrance to the school. Following the internal road to the rear of the school to Vine Street. Turning left onto Vine Street and proceeding beside the ballfield concessions stand. The elevation is 419 ft. at Vine Street. Access to the City WWTP can be made with a vehicle along the south side of the concessions stand and the southern ball field. This area of the school property is flat and open and merges with the peak of the AO Smith levee. Drivers can proceed to the railroad R.O.W. where the elevation is 410 ft. and cross at the opening in the railroad ROW and onto the northeast corner of the AO Smith campus (near the main offices) using an existing gate. At the northeast corner of AO Smith / southeast corner of the City WWTP, an existing double gate provides access to the City WWTP. Once through the gates, drivers have access to the WWTP and its backup generator. See the orange route on Figure 1.
- Town of Ashland City: **Proposed** Wastewater Treatment Plant
 - a. Standard access will be from Tennessee Waltz Parkway at the City access gate just west of the railroad R.O.W. Once through the gate, drivers will proceed over the levee to the WWTP gate and access the facility to refuel the generator. See the blue route on Figure 1.
 - b. Emergency access will be from 233 Tennessee Waltz Parkway and through the gate at the City Public Works building. Drivers will proceed around the back of the facility following the road crossing the railroad R.O.W. to the new City WWTP. See the purple route on Figure 1.



Flood Action Plan

This action plan will be initiated based on the existing river levels and projected rainfall in the region. This plan is a guide and should be modified as additional information is available or events change.

The following list is presented as the minimum recommended flood stage to reaction line. With the expectation that the levee system will function as designed, river levels up to at least an elevation of 407 feet are not expected to flood the site if the levee system does not fail. The levee system was constructed to a final elevation of 409 feet.

River Level Gauge	Water Elevation	Location	Responsible Person	Action
20.0'	387.0'	Not yet cresting TN Waltz Pkwy	City Staff	Flood watch is to be initiated, staff is to be alerted, and forecast is to be monitored.
21.0'	388.0'	WWTP	Clint Biggers	Initiates WWTP preparations for a potential flood event <ul style="list-style-type: none"> a) Check backup generator fuel level b) Monitor pumps in preparation for continuous operation
28.0'	395.0'	WWTP	Clint Biggers	Switch backup generator refueling route to emergency access route if main power is lost. Coordinate with AO Smith contacts (see Key Contacts list).
36.0'	403.0'	WWTP	Clint Biggers	Evacuate WWTP personnel and monitor the plant electronically via SCADA



EXHIBIT II

Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
11	City Administrator		\$95,000	\$107,500	\$120,000
10	Public Utilities/Public Works Director		\$77,280	\$90,919	\$117,058
9	Police Chief	Fire Chief	\$69,156	\$81,359	\$100,560
	Financial Director				
8	Deputy Fire Chief	Court Clerk	\$61,884	\$72,805	\$93,737
	Assistant Police Chief	Parks Director			
	Building & Codes Director	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$55,377	\$65,150	\$83,881
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Executive Assistant	\$49,554	\$58,301	\$72,059
	IT Specialist	City Recorder			
	Utility/Street Maintenance Supervisor	Human Resource Specialist			
	Water/Wastewater Plant Operator III	Police Sergeant			
	Firefighter II/Acting Fire Inspector				
5	Accounting Clerk II	Police Corporal	\$44,346	\$52,170	\$64,482
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$39,681	\$46,686	\$57,703
	Senior Equipment Operator	Park Maintenance			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Waste Water Collection Specialist	Accounting Clerk I			
	Firefighter I	Police Officer (No Cert)			
	Administrative Assistant (Codes & Tech)	Cross Connection Coordinator			
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$35,509	\$41,776	\$51,636
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$31,777	\$37,383	\$46,206
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$25,446	\$29,935	\$37,000
0	Reserve Officer	Event Planning Coordinator			

* Pay rate for pay grade's 1 & 2 are based on full-time employment.

THE CALENDAR GUYS, LLC

PRINTING & GRAPHICS

WE SET UP * WE CALL * WE COLLECT * WE SHIP * WE DELIVER * WE PAY

Effective Sept 2023 The Calendar Guys LLC agrees to produce the 2024 / 2025 (Standard Mid-year Special) Calendar Projects for the Ashland City TN Police Department. The entire calendar will be in full color. The Calendar Guys LLC will be responsible for the following: contacting businesses, collecting artwork and payment, printing of calendars and the distribution of the calendars to sponsors and the Department.

The Calendar Guys LLC agrees to donate a guaranteed amount of 800.00 /yr to the Ashland City Police Department as their part of the proceeds from the sponsors' participation. This amount will be given at the completion of each year's Calendar Project. The minimum guaranteed proceeds amount will be 1600.00 for the total of the 2-year agreement. The Calendar Guys LLC will provide a list of all workers who will be contacting businesses in any fashion. The Ashland City Police Department agrees to reassure anyone who calls the department regarding the Calendar Project that The Calendar Guys LLC are working with the Department by helping them with the project until its completion. The Ashland City Police Department will notify all staff, dispatch and social media coordinator of the project. The Ashland City Police Department is aware that there may be multiple versions of the calendar depending on the amount of businesses that choose to participate. It is also agreed that the Department will submit all calendar header photos such as personnel, equipment photos, special event photos, and graphics along with final instructions within 45 Days of expected delivery dates.

Department Representative _____

Conf. Bonus / / /

(A) _____ Title _____

Cell # _____

Email: _____

Proceeds will be used for:

Shop w/ A. Cop

The Calendar Guys LLC

Johnny Crittenden Title President
Johnny Crittenden (865) 405-8930

The Calendar Guys, LLC * PO Box 70301 Knoxville TN 37938 * 865-405-8930
www.thecalendarguys.com

RETAINAGE ESCROW AGREEMENT

THIS RETAINAGE ESCROW AGREEMENT (the "Agreement"), made and entered into this 15th day of September, 2023, by and among The Town of Ashland City, The Honorable J.T. Smith, Mayor ("Owner"), and Solomon Builders, Inc. ("Construction Contractor"), and PINNACLE BANK ("Escrow Agent"), a Tennessee state-chartered bank, with offices located at 150 Third Avenue South, Suite 900, Nashville, TN 37201.

WITNESSETH:

WHEREAS, the Owner and Construction Contractor have heretofore entered into a construction contract dated the 15th day of September 2023, (the "Contract") whereby the Construction Contractor will make improvements to certain real property of the Owner pursuant to a certain project known as A New City Hall for The Town of Ashland City ("the Project") with such Contract providing that the Owner is to retain a percentage of all trade contractor payment requests made by the Construction Contractor (the "retainage") all as more specifically set forth in such Contract to which specific reference is hereby made;

WHEREAS, T.C.A. § 66-34-104 requires that the retainage be placed in a separate, interest bearing escrow account and that the funds therein shall be, at the time of deposit, the sole and separate property of the trade contractor from whom the retainage is owed;

WHEREAS, Escrow Agent has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release by the Owner.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promised hereinafter set forth, the parties hereto agree as follows:

(1) Construction Contractor agrees to establish a separate interest-bearing escrow account with the Escrow Agent and the Owner further agrees to pay all retainage held pursuant to the Contract to the Escrow Agent for deposit in the escrow account.

(2) Said interest-bearing escrow account shall be owned by Construction Contractor and the trade contractors, to whom the retainage is owed.

(3) Upon the satisfactory completion of the Project, or a portion thereof, as evidenced by a written Release, substantially in the form attached hereto as Exhibit A, executed by the Owner and provided to the Escrow Agent, all, or a portion of, the retainage together with interest earned thereon, shall be paid to the Construction Contractor for payment to the trade contractors from whom the retainage was withheld.

(4) Should a dispute arise as between the Owner and Construction Contractor such that the Owner fails to execute and deliver a Release to the Escrow Agent, or in the event that the Owner and the Construction Contractor become involved in litigation over the funds held by the Escrow Agent in escrow,

the Escrow Agent agrees to hold the money and pay the retainage to neither the Owner nor the Construction Contractor until a final order of a court of record in Tennessee so directs the Escrow Agent to whom to pay said funds, or the Escrow Agent is presented with a written agreement between the Owner and Construction Contractor as to how much of the retained funds should be paid to whom. In the event that the parties mutually agree in writing to close the Escrow Account and direct the Escrow Agent as to where the retainage should be sent, the Escrow Agent shall follow such instruction and be released of any further obligation under this Agreement. In the event that litigation ensues between Owner and Construction Contractor, Escrow Agent shall tender into the registry or custody of any court of competent jurisdiction in Davidson County, Tennessee all assets or property held by Escrow Agent pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. EACH PARTY HEREBY EXPRESSLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. Any expenses incurred by Escrow Agent, including but not limited to Escrow Agent's reasonable attorney's fees associated with any litigation, shall immediately upon the Escrow Agent's demand be reimbursed to the Escrow Agent by the Owner and Construction Contractor, each of whom shall be jointly and severally liable for the expenses. Further, Escrow Agent may resign as escrow agent at any time, whereupon Escrow Agent shall transfer the retainage funds to another financial institution selected by the Owner and Construction Contractor.

(5) In the event that a dispute arises as provided in 4. herein, the Escrow Agent shall bear no responsibility to the Construction Contractor or any trade contractor for the nonpayment of the funds to the Construction Contractor for payment to one or more trade contractors.

(6) For an in consideration of the use of the money in the escrow account, the Escrow Agent agrees to hold said funds in an interest-bearing escrow account and to pay over the funds in said escrow account to the appropriate party according to the directions stated herein.

(7) The Escrow Agent may not assign or transfer its responsibility as escrow agent hereunder to another escrow agent without first obtaining the written consent of the Owner and the Construction Contractor.

(8) Owner and Construction Contractor hereto agree to indemnify and hold Escrow Agent harmless from any loss, damages, or liabilities of any kind whatsoever, whether foreseen or unforeseen, whether direct or indirect arising out of or in connection with this Agreement, the retainage, the escrow account, and the funds contained therein, or the performance of the Escrow Agent's obligations hereunder, as allowed by law, except liability resulting from Escrow Agent's gross negligence or willful misconduct. Escrow Agent may rely upon the signatures on any correspondence from either or both of Owner and/or Construction Contractor as being the authentic signatures of the Owner or Construction Contractor or, if the Owner or Construction Contractor are not natural persons, of persons duly authorized to act on behalf of the Owner or Construction Contractor.

(9) This Agreement supplements, rather than replaces, Escrow Agent’s deposit account agreement, terms and conditions, and other standard documentation in effect from time to time with respect to the escrow account, as these may be updated or amended by Escrow Agent from time to time in connection therewith (the “Account Documentation”). The Account Documentation will continue to apply to the escrow account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Escrow Agent shall have no obligation to specifically notify any other parties hereto of any changes to the Account Documentation, including, without limitation, any changes to Escrow Agent’s schedule of fees and charges, each of the parties hereto agrees shall have been deemed received to the extent such changed documentation is made available on Escrow Agent’s website.

(10) Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and hereunder are effected thereby, unless it shall have given prior written consent thereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission (for example, through the use of a Portable Document Format or “PDF file) shall be valid and effective to bind the party so signing.

OWNER: The Town of Ashland City, The Honorable J.T. Smith, Mayor

BY: _____

Name and Title:

Construction Contractor: Solomon Builders, Inc.

BY: _____

Name and Title:

Escrow Agent: Pinnacle Bank

BY: _____

Name and Title: _____, SVP

EXHIBIT A

RELEASE

The undersigned, as owner of certain real property located in _____, _____ County, Tennessee which has been improved pursuant to a construction contract with _____, (hereinafter "Contractor"), hereby notifies Pinnacle Bank that Contractor has represented to the undersigned that Contractor has either reached final completion or has substantially completed with regards to the _____, pursuant to such contract. Based on Contractor's representations, the undersigned hereby authorizes Pinnacle Bank to release \$ _____, paid and held in escrow, pursuant to that certain Retainage Agreement between the Contractor, and Pinnacle Bank dated the ____ day of _____, 20___. This RELEASE is executed for the sole purpose of releasing the amount (s) held in escrow as aforesaid and this RELEASE specifically does not, nor shall it be construed to, release, waive or otherwise affect any obligations of Contractor to comply with the construction contract or any claims, causes of action or rights which the undersigned has or may have against Contractor arising out of said contract or relating to the work performed there under.

Name: _____

Title: _____

ATTEST:

STATE OF TENNESSEE)

: ss:)

COUNTY OF _____)

Sworn to before me this the _____ day of _____, 20__.

Notary Public

Commission Expires: _____



Fixed LPR Subscription, Fees and Payment Provision

Applicable ONLY to qualifying agencies under TN Contract SWC450

License Key:

The Camera License Key (CLK) means an electronic license key that will permit the use of MSI’s LPR software to be used with standard MSI issued LPR cameras (one CLK per LPR camera) and select MSI Software Products.

Offer Services:

This Offer includes the following Hardware / Software Services / Software Products:

Hardware:

- (HUB) 1 Fixed LPR Camera + 1 COMMs Box
- (SPOKE) 2 Fixed LPR Camera

LPR Software Services / Software Products:

- Standard Annual Hardware Warranty
- MSI Managed/Hosted LPR Account
- CarDetector LPR Software w/ all updates
- Mobile Hit Hunter (for CarDetector Mobile LPR Software)
- Mobile Companion (for Android or iPhone)

Optional Parking Services:

- Parking Toolkit (software application)
- Parking Integration (3rd party system integration)
- Scofflaw Alerting Service

Annual Subscription Fees (CLKs):

The Subscription Fees applicable to each Annual Service Period for this Offer shall be as follows:

Annual Subscription Fee per System	
Annual Fee Per Hub	\$2,156.40
Annual Fee Per Spoke	\$1,436.40

CONTINUED ON NEXT PAGE



Software and/or data services related to Parking specific application and use:

Annual Parking Services Fee Schedule	
Parking Enforcement System Toolkit	\$804.00
Parking Integration Service	\$804.00
Scofflaw Alerting Service	\$20,100.00

Customer/Agency Name	
Name	
Title	
Email	
Date	
Signature	

Offer Addenda - Fixed LPR Subscription



Vigilant Solutions, LLC
 P.O Box 841001
 Dallas, Texas 75202
 (P) 925-398-2079 (F) 925-398-2113



Issued To:	Ashland City Police Department - Attention: Kenny Ray	Date:	09-21-23
Project Name:	Ashland City- fixed LPR	Quote ID:	CBV-0651-02

Fixed LPR Subscription Package - Hub Unit

5 year contract

\$2,156.40 per camera, per year

includes licensing, hardware warranty, comms box, cable, and bracket

Qty	Item #	Description
(9)	VSFS-L5F-HUB	<p>Fixed LPR Subscription Package - L5F Hub Unit</p> <ul style="list-style-type: none"> • Includes: <ul style="list-style-type: none"> ◦ One (1) L5F LPR Camera w/ Comms Box ◦ Cellular communication service plan sold separately ◦ Camera Bracket (Pole or Wall), 30' Camera Cable ◦ Annual Warranty ◦ Shipping charges • Fee schedule: <ul style="list-style-type: none"> ◦ 5-Year contract term required ◦ Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$19,407.60

Fixed LPR Subscription Package - Spoke Unit

5 year contract

\$1,436.40 per camera, per year

includes licensing, hardware warranty, cable, and bracket

Qty	Item #	Description
(1)	VSFS-L5F-SPK	<p>Fixed LPR Subscription Package - L5F Spoke Unit</p> <ul style="list-style-type: none"> • Includes: <ul style="list-style-type: none"> ○ One (1) L5F LPR Camera ○ Comms Box not included ○ Cellular communication service plan sold separately ○ Camera Bracket (Pole or Wall), 30' Camera Cable ○ Annual Warranty ○ Shipping charges • Fee schedule: <ul style="list-style-type: none"> ○ 5-Year contract term required ○ Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$1,436.40

Fixed LPR Subscription Package - L6Q (Solar) w/ Cellular

5 year contract

\$2,156.40 per camera, per year

includes licensing, hardware warranty, and cellular plan

Qty	Item #	Description
(1)	VSFS-L6Q-SOL-S-SIM More Info	<p>Fixed LPR Subscription Package - L6Q (Solar) w/ Cellular</p> <ul style="list-style-type: none"> • Hardware Subscription Included: <ul style="list-style-type: none"> ○ One (1) L6Q small form-factor camera w/ two (2) internal batteries ○ Solar Kit w/ 40W solar panel, charge controller & 12 Ah battery, Solar Battery Charge Cable ○ Mounting bracket, USB-C cable, USB-C to USB-A adapter & Micro SD card • Subscription Includes (Software / Services): <ul style="list-style-type: none"> ○ LEARN or Client Portal hosted LPR account (Data, alerting & analytics) ○ All CarDetector LPR Software Updates ○ Mobile Hit Hunter (for CarDetector Mobile LPR Software) ○ Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan • Annual limited hardware warranty • Includes SIM card with cellular service (pre-configured) • Requires 5-year Enterprise Service Agreement Commitment • Note: Professional installation services sold separately
Subtotal Price (Excluding sales tax)		\$2,156.40

Start up

installation estimates based on SI

Qty	Item #	Description
(10)	SI L5F Install \$1,794.00 Each	installation of L5F through SI
Subtotal Price (Excluding sales tax)		\$17,940.00
(1)	SI L6Q Pole Kit and Install \$1,300.00 Each	L6Q pole and installation through SI
Subtotal Price (Excluding sales tax)		\$1,300.00
(1)	VS-TRVL-01 \$1,246.20 Each	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,246.20
(10)	SSU-SYS-COM \$799.98 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$7,999.80

Qty	Item #	Description
(1)	VS-LEARN--H \$0.00 Each	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	VS-L6Q-SPEB \$261.30 Each	L6Q Solar Panel Expansion Battery Only <ul style="list-style-type: none"> • Additional 12V 12Ah expansion battery and Solar Battery Expansion cable
Subtotal Price (Excluding sales tax)		\$261.30

Optional Annual Replacement Plan

Qty	Item #	Description
(1)	L6Q-REPPLAN \$120.00 Each	L6Q Annual Replacement Plan <ul style="list-style-type: none"> Annual L6Q replacement plan covers loss due to theft, vandalism, and or natural disasters only. 1 L6Q annual replacement included \$499 for any additional camera replacements. The replacement plan is per camera.
Subtotal Price (Excluding sales tax)		\$120.00

Quote Notes:

1. All prices are quoted in USD and will expire 90 days from the date of the Quote.
2. This Quote will expire in 90 Days from the date of the Quote.
3. Returns or exchanges will incur a 15% restocking fee.
4. No installation and/or service included in this proposal unless explicitly stated above.
5. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
6. All hardware components to have standard One (1) year hardware warranty.
7. This Quote does not include anything outside the above stated bill of materials.
8. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
9. This pricing is based off of Tennessee State Contract SWC450.

Quoted by: Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com

Total Price	\$51,867.70 (Excluding sales tax) (Including All Adds)
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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



MOTOROLA SOLUTIONS

L6Q Subscription, Fees and Payment Provision

Applicable ONLY to qualifying agencies under TN Contract SWC450

License Key:

The L6Q Camera License Key (L6Q CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with MSI issued L6Q LPR cameras (one L6Q CLK per L6Q camera) and select MSI Software Products.

Offer Services:

This Offer includes the following Hardware/Software Services/Software/Products:

- L6Q Quick Deploy LPR Camera System
- Pole mount bracket
- LPR Software Services / Software Products:
- Standard Annual Hardware Warranty
- MSI Managed/Hosted LPR Account
- Target Alert Service

Annual Subscription Fees:

The Subscription Fees applicable to each Annual Service Period for this offer shall be as follows:

Annual Subscription Fee Schedule	
Per Fixed LPR Camera	\$2,156.40

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 10/1/2023	End Date 9/30/2024	Agency Tracking # 31602-24913	Edison ID		
Grantee Legal Entity Name Town of Ashland City			Edison Vendor ID 1534		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number			
		Grantee's fiscal year end 6/30			
Service Caption (one line only) Senior Center Competitive Grants					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY 24	8,000.00				8,000.00
TOTAL:	8,000.00				8,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Senior Centers across the state submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five applicants are awarded this grant.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

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

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

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
 - b. Outreach and education;
 - c. Programming/activities; and/or
 - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2024 and October 31, 2024. The reports shall include the following information:
- a. A narrative summary about the impact the grant funding had on the Senior Center and the item(s) purchased;
 - b. Number of unduplicated people served;
 - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
 - d. Financial receipts and descriptions of purchases; and
 - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2023 ("Effective Date") and ending on September 30, 2024 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Thousand Dollars (\$8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Commission on Aging and Disability
 9th Floor Andrew Jackson Bldg.
 Nashville, TN 37243-0860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Commission on Aging and Disability.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of 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 State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

James Dunn, Executive Director
Tennessee Commission on Aging and Disability
9th Floor Andrew Jackson Bldg, Nashville, TN 37243-0860
james.dunn@tn.gov

Telephone # 615-532-4543
 FAX # 615-741-3309

The Grantee:

JT Smith, Mayor of the Town of Ashland City
 Town of Ashland City
 104 Ruth Drive, Ashland City, TN 37015
jtsmith@ashlandcitytn.gov
 Telephone # 615-792-4211

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This

provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State 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 State 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.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other

applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

JT SMITH, MAYOR OF THE TOWN OF ASHLAND CITY

DATE

TENNESSEE COMMISSION ON AGING AND DISABILITY:

JAMES DUNN, EXECUTIVE DIRECTOR

DATE

ATTACHMENT A
Page 1

GRANT BUDGET				
SENIOR CENTER COMPETITIVE GRANT				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 10/1/2023			END: 9/30/2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	8,000.00	0.00	8,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	8,000.00	0.00	8,000.00

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

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

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

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$8,000.00
TOTAL	\$8,000.00

From: [Gena Batts](#)
To: [Violet Black](#); [Gayle Bowman](#)
Subject: Ray Stevens CabaRay Showroom Hold Invoice
Date: Wednesday, September 20, 2023 3:57:29 PM
Attachments: [Outlook-znanuhua.png](#)
[Outlook-w4mmerwn.png](#)

Violet and Gayle,

Does this (see below) need to go before Council to be signed by the Mayor? If so, can you please put it on the October agenda? Thank you!

Gena Batts

Director
The Senior Center at Ashland City
Town of Ashland City
 104 Ruth Drive, Ashland City, TN 37015
 Main: 615-792-3629 Fax: 615-792-5351
 Email: gbatts@ashlandcitytn.gov
 Website: <https://www.ashlandcitytn.gov/senior>
 Facebook: <https://www.facebook.com/TheSeniorCenterAtAshlandCity/>



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"Be the reason someone feels welcomed, seen, heard, valued, loved and supported."

Disclaimer: This electronic message may contain information that is CONFIDENTIAL or legally privileged. It is intended only for the use of the individual(s) and entity named in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from your computer. Do not deliver, distribute, or copy this message and do not disclose its contents or take any action in reliance on the information it contains.

From: Ray Stevens CabaRay Showroom <sales@raystevenscabaray.com>
Sent: Wednesday, September 20, 2023 3:24 PM
To: Gena Batts <gbatts@ashlandcitytn.gov>
Subject: Ray Stevens CabaRay Showroom Hold Invoice



Reservation ID: 501660

Wednesday, September 20, 2023

Gena Batts
 Senior City at Ashland City
 104 Ruth Dr
 Ashland City, TN 37015
gbatts@ashlandcitytn.gov

Phone: 615-792-3629

Dear Gena Batts,
 Thank you for including the CabaRay in your itinerary.
 Below is your Ticket Confirmation/Group Agreement. Please review the following information and if everything looks ok, sign and return at your earliest convenience.
 Deposits may be made with a credit card by calling the box office at 615-3274630 or by mailing a check to Ray Stevens CabaRay Showroom, 5724 River Road, Nashville TN 37209

Date	Time	Event	Section, Row and Seat Locations	Qty	Price	Total
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 306 1 - 2	2	\$70.48	\$140.96
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 307 1 - 6	6	\$70.48	\$422.88
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 308 1 - 6	6	\$70.48	\$422.88

11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 309 1 - 6	6	\$70.48	\$422.88
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 310 1 - 6	6	\$70.48	\$422.88
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 311 1 - 6	6	\$70.48	\$422.88
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 312 1 - 6	6	\$70.48	\$422.88
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 313 1 - 2	2	\$70.48	\$140.96
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 409 1 - 4	4	\$70.48	\$281.92
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 410 1 - 4	4	\$70.48	\$281.92
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 411 1 - 4	4	\$70.48	\$281.92
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 412 1 - 3	3	\$70.48	\$211.44
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 412 4 - 4	1	\$0.00	\$0.00
11/30/2023	7:30 PM	Ray Stevens in Concert	FLOOR - SECTION 2 (ELITE), 413 1 - 1	1	\$0.00	\$0.00

Total Tickets: 57

Order Fees:	\$0.00
Total:	\$3,876.40

**\$250.00 deposit due by
10/30/2023**

GROUP POLICIES

- 20 or more paying guests to receive group discounts
- \$250 deposit per coach due 30 days prior to show date
- All depositis are non-refundable and non-transferable within 30 days of show date
- Final counts and final payments due 14 days prior to show date
- If available, additional seats may be purchased after final payment, but they may not be with the rest of the group
- Complimentary ticket and meal provided for one escort and one driver per coach
- Suggested arrival time is 5:30pm for meal and show, 7:00pm for show only
- Coaches unload under covered front entrance
- Free parking

ALL TERMS ACCEPTED AND AGREED:

Name: _____ Company Name: _____

Group Name: _____

Signature: _____ Date: _____

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: FIRE DEPARTMENT

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: 10 - METAL LOCKERS

Description: DONATED TO US 20 YEARS AGO. USED AT THE OLD STATION DO NOT NEED AT THE NEW STATION

Serial Number: _____

Age: 20 Asset Number: N/A

Estimated Remaining Useful Life (Years): 5-10 YEARS

Purchase Price: Ø Current Estimated Value: Ø

Reason for making the nomination: DONATING TO THE CHARLOTTE, TN CITY FIRE DEPT. IN DICKSON COUNTY

Signature: JM Wah

Date: 9-21-2023

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Senior Center

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: Rolling Office Chairs (15)

Description: Used Rolling Office Chairs - black

Serial Number: N/A

Age: 5+ years Asset Number: _____

Estimated Remaining Useful Life (Years): 10+ years ?

Purchase Price: ? Current Estimated Value: \$250

Reason for making the nomination: These chairs were bought used or perhaps given to the center. We used them for about 2 years. We had several members to almost fall when sitting because the chair rolled back. We did have one member to fall and hit the floor. I put the chairs in storage after that incident. We have other non-rolling chairs that we are using, so we have no use for these chairs.

Signature: Gena L. Ratto Date: 10/2/23