



# TOWN OF ASHLAND CITY

## Regularly Scheduled City Council Meeting

### October 10, 2023, 6:00 PM

### Agenda

**Mayor:** JT Smith

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

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#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE AND PRAYER

#### APPROVAL OF AGENDA

#### APPROVAL OF MINUTES

1. [September 12, 2023, Council Meeting 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

2. City Attorney Report

#### UNFINISHED BUSINESS

3. Ordinance: AMEND TITLE 8, CHAPTER 2: BEER
4. Ordinance: Budget Amendment #2 - Drug Fund
5. Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
6. Beautification Project: Amanda Bell
7. Mistletoe Trail

#### BUSINESS

- 8. Resolution: Purchasing Policy
- [9.](#) Resolution: Update Wage and Salary Policy - Pay Table
- [10.](#) The Calendar Guys, LLC Agreement
- [11.](#) Solomon Builders Retainage Agreement - City Hall
- [12.](#) TCAD Senior Center Competitive Grants Contract
- [13.](#) Ray Stevens CabaRay Agreement
- [14.](#) Resolution: Ingram Barge Port Discussion
- [15.](#) City Admin Job Description

**SURPLUS PROPERTY NOMINATIONS**

- [16.](#) Fire: 10 Metal Lockers
- [17.](#) 15 rolling office chairs – Senior

**EXPENDITURE REQUESTS**

**OTHER**

- 18. City Recorder Interviews

**ADJOURNMENT**

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



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**September 12, 2023, 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Smith called the meeting to order at 6:02 p.m.

**ROLL CALL**

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

**PLEDGE AND PRAYER**

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

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. August 8, 2023, City Council Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the August 8, 2023, City Council Meeting Minutes. All approved by voice vote.

**PUBLIC FORUM**

Amanda Bell invited everyone to the Imagination Library party. All proceeds go to the Imagination Library.

Travis Yates from Louisville, KY; spoke about the BrookHollow project for senior living.

Josh Hooper from Louisville, KY; spoke on the financial need for the BrookHollow project.

**REPORTS**

2. Attorney

Emailed council about the one suit has been dismissed.

**OLD BUSINESS**

3. Ordinance: City Administrator Job Description

AN ORDINANCE TO AMEND TITLE 1 OF THE ASHLAND CITY MUNICIPAL CODE BY ADDING CHAPTER 5 CREATING THE POSITION OF CITY ADMINISTRATOR A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan to approve ordinance without changes. Voting Yea: Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, and Councilman Young Voting Nea: Councilman Thompson, Councilman Smith, and Mayor Smith.

4. Facebook Page: Parks Board

This will be added to item number 7.

5. Beautification Project: Amanda Bell

Leslie Wakefield spoke about the next steps in the beautification project. A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer to have the Public Works look at the trees, measure and make recommendations as to which ones need to be removed by next workshop meeting. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith.

## NEW BUSINESS

6. Ordinance: AMEND TITLE 8, CHAPTER 2: BEER

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 8, CHAPTER 2: BEER Ms. Noe discussed the definition changes from the state. A motion was made by Councilman Kerrigan, Seconded by Councilman Young to approve this ordinance. Voting Yea: Councilman Kerrigan, Councilman Young, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, and Mayor Smith.

7. Seasonal Employee: Event Planning Coordinator Job Description Discussion

Ms. Bowman discussed the need to change the Farmers Market Manager to Event Planning coordinator. A motion was made by Councilman Thompson, Seconded by Councilman Smith to approve the position title change and total hours increase. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Kerrigan, Councilman Young, Vice Mayor Greer, and Mayor Smith. Voting Nea: Councilman Adkins.

8. Resolution: Update Pay Table - Seasonal Employee

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY: PAYTABLE GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY Ms. Bowman discussed the changes to the pay time position titles. A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the resolution. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Kerrigan, Vice Mayor Greer, Councilman Young, and Mayor Smith. Voting Nea: Councilman Adkins,

9. Resolution: BlueCross Healthy Place Project Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the resolution. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Kerrigan, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith.

10. Cheatham County Public Library Agreement

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

11. Stratus Agreement: Senior Center

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

12. Flood Emergency Response Plan: Wastewater Treatment Plant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ADOPT A FLOOD EMERGENCY RESPONSE PLAN. Ms. Noe discussed the plan. A motion was made by Councilman Young, Seconded by Councilman Kerrigan, to defer the agreement. Voting Yea: Councilman Young, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Vice Mayor Greer, Councilman Adkins, and Mayor Smith

3. Cheatham County Central High School Homecoming Bon-Fire Donation

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

14. Banner Discussion

Mayor and council discussed options of how to advertise events and where to post signs. Mr. Nicholson reminded the council of the banner rules. A motion was made by Councilman Smith, Seconded by Councilman Thompson, to defer a decision. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Young, Vice Mayor Greer, Councilman Adkins, and Mayor Smith

15. Kiwanis Literacy Program "Story Book Trail" Discussion

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

16. Ordinance: Budget Amendment #2 - Drug Fund

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the ordinance. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Young, and Mayor Smith

17. Resolution: Beacon Properties Discussion - Tax Abatement

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO VOICE THEIR OPPOSITION OF THE PROPOSED PILOT PROGRAM AND TAX ABATEMENT FOR BROOKHOLLOW SENIOR APARTMENTS, LP Ms. Noe discussed the resolution details. A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, and Councilman Young. Voting Nea: Mayor Smith.

18. Resolution: Livestream Meetings

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO LIVE STREAM MEETINGS. A motion was made by Councilman Young, Seconded by Councilman Kerrigan, to approve the resolution. Voting Yea: Councilman Young, Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, and Mayor Smith.

19. Stratus Agreement: Fire Station 1

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

20. US Geological Survey Agreement

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

## **SURPLUS PROPERTY NOMINATIONS**

21. 1995 Chevy S-10 - Public Works

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

## **EXPENDITURE REQUESTS**

22. Request to Bid Paving 2023 – 2024

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

23. Paving Back Parking Lot at 233 TN Waltz Parkway

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

**OTHER**

24. Christmas Parade

Ms. Black announced the winning parade theme. The public voted most for “Christmas Around the World.”

25. City Recorder Position

Ms. Black stated the candidates selected for interview on September 19, 2023, are no longer interested in the position. There have been two applications with resumes submitted. A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, to cancel special called meeting and interview the others at the end of the next workshop meeting. Voting Yea: Councilman Kerrigan, Councilman Thompson, Councilman Young, Councilman Smith, Vice Mayor Greer, Councilman Adkins, and Mayor Smith.

**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 7:05 p.m.

\_\_\_\_\_  
MAYOR JT SMITH

\_\_\_\_\_  
INTERIM CITY RECORDER

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

1<sup>st</sup> reading \_\_\_\_\_

Public Hearing \_\_\_\_\_

2<sup>nd</sup> 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 12<sup>th</sup> day of September 2023.

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

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

Attest:

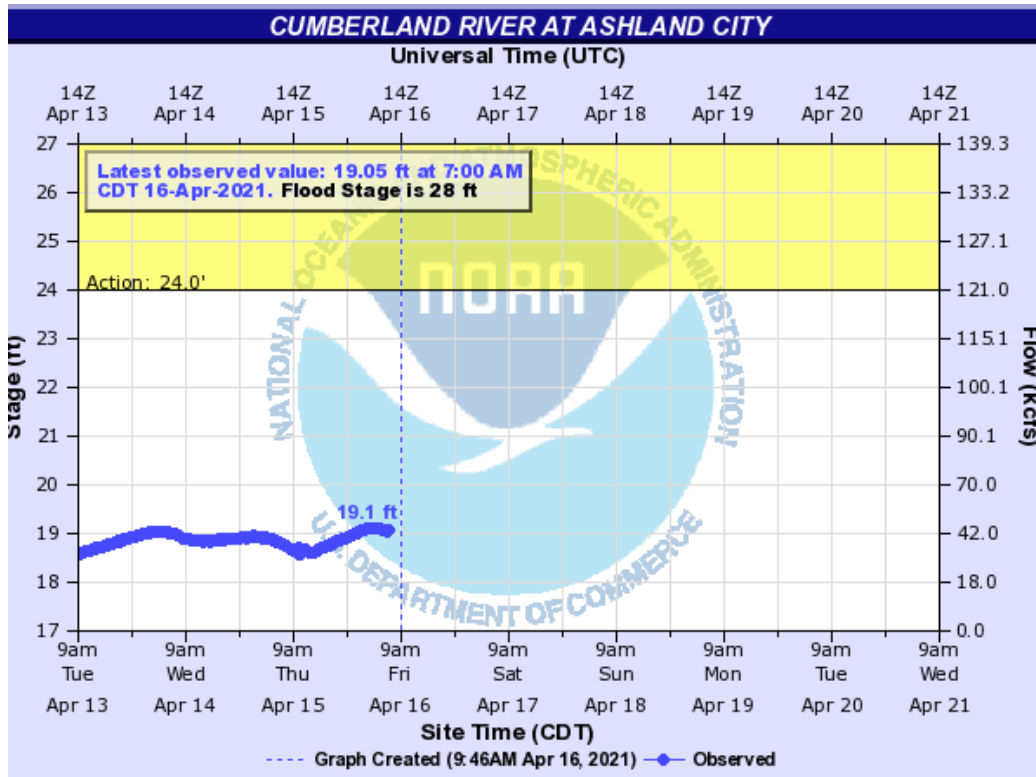
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
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.

 <b>Ashland City</b> Tennessee	<b>Title:</b> Flood Emergency Response Plan
	<b>Effective Date:</b> TBD
<b>Revision:</b>	<b>Department:</b> 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.

 <b>Ashland City</b> Tennessee	<b>Title:</b> Flood Emergency Response Plan
	<b>Effective Date:</b> TBD
<b>Revision:</b>	<b>Department:</b> 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.

 <b>Ashland City</b> Tennessee	<b>Title:</b> Flood Emergency Response Plan
	<b>Effective Date:</b> TBD
<b>Revision:</b>	<b>Department:</b> 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"> <li>a) Check backup generator fuel level</li> <li>b) Monitor pumps in preparation for continuous operation</li> </ul>
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
<b>11</b>	City Administrator		\$95,000	\$107,500	\$120,000
<b>10</b>	Public Utilities/Public Works Director		\$77,280	\$90,919	\$117,058
<b>9</b>	Police Chief	Fire Chief	\$69,156	\$81,359	\$100,560
	Financial Director				
<b>8</b>	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				
<b>7</b>	Fire Marshal	Water/Wastewater Plant Chief Operator	\$55,377	\$65,150	\$83,881
	Police Detective	Fire Department Captain			
	Building Inspector				
<b>6</b>	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				
<b>5</b>	Accounting Clerk II	Police Corporal	\$44,346	\$52,170	\$64,482
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
<b>4</b>	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			
<b>3</b>	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			
<b>2</b>	Senior Center Activities Coordinator	Staff Assistant	\$31,777	\$37,383	\$46,206
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
<b>1</b>	Janitor		\$25,446	\$29,935	\$37,000
<b>0</b>	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    Title     
(A)    Cell #     
Email:   

Conf. Bonus   /  /  

The Calendar Guys LLC  
Johnny Crittenden Title President  
Johnny Crittenden (865) 405-8930

Proceeds will be used for:  
Shop w/ A. Cop

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 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 10/1/2023	<b>End Date</b> 9/30/2024	<b>Agency Tracking #</b> 31602-24913	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Town of Ashland City			<b>Edison Vendor ID</b> 1534		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>			
		<b>Grantee's fiscal year end 6/30</b>			
<b>Service Caption</b> (one line only) Senior Center Competitive Grants					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY 24	8,000.00				8,000.00
<b>TOTAL:</b>	<b>8,000.00</b>				<b>8,000.00</b>
<b>Grantee Selection Process Summary</b>					
<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					
<b>Budget Officer Confirmation:</b> 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>	
<b>Speed Chart</b> (optional)			<b>Account Code</b> (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  
9<sup>th</sup> 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  
 9<sup>th</sup> 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](mailto: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](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**

<b>GRANT BUDGET</b>				
SENIOR CENTER COMPETITIVE GRANT				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
BEGIN: 10/1/2023			END: 9/30/2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>8,000.00</b>	<b>0.00</b>	<b>8,000.00</b>

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

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

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

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
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
<b>TOTAL</b>	<b>\$8,000.00</b>

**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](mailto:gbatts@ashlandcitytn.gov)  
 Website: <https://www.ashlandcitytn.gov/senior>  
 Facebook: <https://www.facebook.com/TheSeniorCenterAtAshlandCity/>



<!--[if !vml]--> <!--[endif]--> <!--[if !vml]--> <!--[endif]-->  
**"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](mailto: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
<b>Total:</b>	<b>\$3,876.40</b>

**\$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: \_\_\_\_\_

RESOLUTION NO. 23 \_\_\_\_\_

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO VOICE THEIR SUPPORT OF AN INLAND PORT IN THE TOWN OF ASHLAND CITY, TENNESSEE

WHEREAS, the construction and operation of the inland port on the Cumberland River in Ashland City, Cheatham County will provide significant economic and environmental benefits to the citizens of Cheatham County, the Town of Ashland City, and the State of Tennessee for many years to come; and

WHEREAS, a multi-modal, multi-commodity inland port would be the first of its kind in the state and would quickly become a critical part of state and local transportation infrastructure; and

WHEREAS, Ashland City's advantageous geographic position presents the ideal location for an inland port as the proposed site is within 10 miles of two major interstate highway systems and is primed for additional rail service via the Nashville and Western Railroad; and

WHEREAS, an inland port in Ashland City would help alleviate congestion and wear and tear on Tennessee's roads, diverting thousands of trucks from traveling millions of miles per year; and

WHEREAS, it is believed that the Town of Ashland City and Cheatham County would benefit economical from said port; and

WHEREAS, an inland port will help create a more reliable and sustainable supply chain for the entire state of Tennessee and will alleviate some of the import service delays that have occurred in recent years on the west coast; and

WHEREAS, barging is the most sustainable and safest form of multi-modal transportation, offering an impactful way to lower congestion, mitigate expensive transportation costs, and reduce air pollution all while preserving the natural beauty the river provides to the Town of Ashland City; now therefore

BE IT THEREFORE RESOLVED, that the Town of Ashland City Tennessee supports the development of an inland port in the town of Ashland City, Tennessee and endorses and encourages The Industrial Development Board of Cheatham County's efforts to secure the state funding necessary to aid in offsetting a portion of the project's capital costs therefore ensuring this project becomes a reality for the Town of Ashland City and Cheatham County.

BE IT FURTHER RESOLVED that certified copies of this resolution be transmitted to the Governor of the State of Tennessee, the Commissioner of the Tennessee Department of Transportation, the Cheatham County State Legislative Delegation, and The Industrial Development Board of Cheatham County.

Approved this the 10<sup>th</sup> day of October, 2023.



Voting in favor \_\_\_\_\_

Voting against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor

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

September 2023

# Economic Impact Analysis: Marine Cargo Facility

Ashland City, Cheatham County, TN

Prepared for:  
Ingram Marine Group

**REVIEW  
DRAFT**

September 13, 2023

PREPARED BY:

 **UNGER**

**JACKSON** » 97 DIRECTORS ROW | JACKSON, TN 38305 | 731.668.7367  
**MEMPHIS** » 2157 MADISON AVENUE | MEMPHIS, TN 38104 | 901.272.5005



## **Ingram Marine Group Cargo Terminal Economic Impact Analysis**

### **Introduction & Scope**

Ingram Marine Group retained Younger Associates to conduct an analysis of the economic impact of a new marine cargo operation to be located in Ashland City, Cheatham County, Tennessee.

This analysis evaluates the economic impact of the construction and ongoing operations of the new terminal. It is intended to provide key stakeholders, policymakers, and elected officials with a better understanding of the economic significance of new developments like the one proposed by Ingram Marine Group.

The analysis is based upon data from the U.S. Bureau of Economic Analysis (BEA) and a model of the local economy utilizing historical employment patterns, wage rates, tax rates, and tax collection ratios. Primary data regarding site development costs and construction costs were provided by the developer.

The analysis provides impact projections from capital investments and ongoing operations of the terminal. Impact is measured in terms of jobs, wages, and tax revenue, both direct and indirect.

### **Methodology**

The economic impact calculations in this study were generated using a model of the Cheatham County economy based on regional input-output multipliers (RIMS II) from the U.S. Bureau of Economic Analysis (BEA). The BEA developed the RIMS II system based on historical economic activity at the county level for 372 industry sectors. The RIMS II multipliers account for inter-industry relationships within regions comprised of one or more counties, in both the public and private sectors. The multipliers were originally developed to estimate the regional impacts of public projects such as military base closings and airport construction. The multipliers eliminate the need for surveys, which can introduce bias into the data. It should be noted that the RIMS II Type II Multipliers are utilized in this analysis, which project the total indirect as well as the induced jobs. When the term “indirect job” is used, it includes the induced jobs as well.

To effectively use RIMS II multipliers for economic impact analyses, detailed geographical and operational information on the initial changes in output, earnings, or employment is utilized. This data, which includes capital investment costs and operational data such as operational spending, jobs, and wages, was provided by Ingram Marine Group. The model also utilizes local wage rates, local tax rates, historical local tax collection ratios, local property values, and historical regional consumer spending patterns.

Younger Associates has used this impact calculation methodology in hundreds of projects across the United States for more than 30 years. The methodology is recognized by the International Economic Development Council and utilized in courses by the Economic Development Institute. The Younger Associates model for impact analyses is highly accurate, yet slightly conservative by design, in projecting tax revenue generation.

Secondary data collected by Younger Associates from the U.S. Department of Labor - Bureau of Labor Statistics, the U.S Bureau of Economic Analysis, the State of Tennessee Department of Revenue, and the State of Tennessee Department of Labor and Workforce Development is also used in this analysis.

### **Impact Definitions**

**Economic Impact** – the total dollar value of change in output from all industries within the local economy that results from \$1 of change in output from operations. This impact represents the total dollars flowing through the local economy due to the activity associated with the new marine cargo terminal.

**Direct Jobs** – the number of jobs directly employed by Ingram Marine Group.

**Indirect Jobs** – the number of jobs across all industries in the local economy supported by the ongoing operations of the marine cargo terminal. This includes jobs (or hours of work, which comprise portions of a job) of vendors and other businesses that provide direct services to the terminal, as well as induced jobs that are supported in ancillary sectors such as retail stores, restaurants, personal services, transportation, and all other industry sectors.

**Local Taxes** – the dollar amount of taxes collected for Ashland City and Cheatham County both directly and indirectly from local option sales tax and other, smaller local tax revenue sources such as business permits and alcohol and tobacco taxes. The state portion of sales tax and other state and federal taxes that are reapportioned to the city and county are not included.

### **One-Time Impact**

Ingram Marine Group plans to invest \$41.8 million for construction and set-up of the new cargo terminal. This includes \$23.3 million for the building and \$18.5 million for equipment. This investment is projected to generate a one-time impact of \$56.2 million for the local economy during the construction and set-up period.

Additionally, 234 jobs will be supported during the development period. For example, should the construction period be two years, an average of 117 jobs would be supported annually. Total wages paid to jobs supported during the construction and set-up period are projected to be \$12.6 million.

Direct sales tax from taxable goods and services for the construction of the terminal and indirect sales tax generated by the spending of wages paid to jobs supported are estimated to total \$707,000 during the development period.

### **Impact from Ongoing Operations**

Ingram Marine Group estimates an annual operating budget of \$2.7 million, and the annual economic impact generated by these operations is estimated to be \$3.5 million. This is a measure of the total dollars flowing through the Cheatham County economy because of the terminal's operations.

## Jobs, Wages and Local Taxes

The ongoing operations of the cargo terminal will support 24 jobs directly paying \$2 million in wages. Operations of the terminal will support an additional 21 indirect jobs paying \$1.1 million in wages. Spending of wages paid to the direct and indirect jobs is projected to generate over \$104,000 in local indirect tax revenue annually.

**Table 1: Summary of Economic Impact**

Impact from Operations			
Metric	One-Time Impact from Construction	Annual Impact (at full operation)	10-Year Impact (includes one-time impact)
Economic Impact	\$ 56,211,160	\$ 3,550,774	\$ 91,718,904
Direct/Indirect Jobs	234	45	45
Wages (Direct & Indirect)	\$ 12,631,796	\$ 3,165,379	\$ 31,653,791
Local Sales Tax (Direct & Indirect)	\$ 707,534	\$ 104,230	\$ 3,568,200

The tables on the following pages contain detailed calculations supporting the numbers cited in this report.

# Economic Impact Analysis

## Project Summary

Company/Applicant:	Ingram Marine Group
Capital Investment: (new)	\$ 44,300,000
Jobs:	24
Annual Average Wage: (weighted average)	\$ 104,557
Annual Economic Impact:	\$ 3,550,774
Annual Net New Property Tax:	\$ 275,644
Annual Local Tax Benefit: (Direct & Indirect - All Sources)	\$ 379,873

## 10-Year Operations Impact, Plus One-Time Construction Impact

Economic Impact	\$ 91,718,904
Wages:	\$ 31,653,791
Net New Property Tax	\$ 2,756,436
Total Local Taxes: (Direct & Indirect - All Sources)	\$ 3,568,200

**Ashland City, Cheatham County, TN  
Ingram Marine Group Cargo Facility  
Economic Impact Analysis**

One-Time Expansion Impact		
Total Capital Investment	\$	41,800,000
Building - Real Property	\$	23,300,000
Final Demand Output Multiplier <sup>1</sup>		1.4077
Economic Impact	\$	32,799,410
Equipment Purchase/Set-up - Personal Property	\$	18,500,000
Final Demand Output Multiplier <sup>2</sup>		1.2655
Economic Impact	\$	23,411,750
Local Sales Tax (Direct) 2.75%*	\$	459,800
<b>Total Economic Impact</b>	<b>\$</b>	<b>56,211,160</b>
Final Demand Employment Multiplier <sup>3</sup>		5.6094
<b>Jobs Supported During the Construction Period**</b>		<b>234</b>
Cheatham County Projected 2023 Annual Average Wage <sup>4</sup>	\$	53,873
<b>Wages Paid to Jobs Supported During Construction Period</b>	<b>\$</b>	<b>12,631,796</b>
Local Sales Tax Revenue (Indirect) <sup>5</sup>	\$	203,561
Other Local Tax Revenue (Indirect) <sup>6</sup>	\$	44,173
<b>Total Tax Revenue</b>	<b>\$</b>	<b>707,534</b>

*\*Assumes 40% of construction and equipment are subject to local sales tax.*

*\*\*Total employment for the construction period. If the construction period is two years, the annual average employment would be 117.*

**Ashland City, Cheatham County, TN  
Ingram Marine Group Cargo Facility  
Economic Impact Analysis**

Annual Impact of Operations		
Employment, Direct (New full-time equivalent jobs) *		24
Wages & Benefits, Direct*	\$	2,057,316
Direct Effect Employment Multiplier <sup>7</sup>		1.8570
<b>Total Employment</b>		<b>45</b>
Employment, Indirect		21
Cheatham County Projected 2023 Annual Average Wage <sup>4</sup>	\$	53,873
Wages, Indirect	\$	1,108,063
<b>Total Wages</b>	<b>\$</b>	<b>3,165,379</b>
Local Sales Tax Revenue (Indirect) <sup>5</sup>	\$	51,010
Other Local Tax Revenue (Indirect) <sup>6</sup>	\$	11,069
Indirect Local Property Tax Revenue <sup>8</sup>	\$	42,151
<b>Total Tax Revenue</b>	<b>\$</b>	<b>104,230</b>
Annual Operating Budget*	\$	2,713,000
Final Demand Output Multiplier <sup>9</sup>		1.3088
<b>Economic Impact from Operations</b>	<b>\$</b>	<b>3,550,774</b>

*\*Provided by the developer.*



**Ashland City, Cheatham County, TN  
Ingram Marine Group Cargo Facility  
Real Property Tax Schedule**

Appriased Value after Completion:	\$	22,000,000
Current Appraised Value:	\$	752,500
Net New Value:	\$	21,247,500
 Assessed Value after Completion: (40% Ratio)	 \$	 8,499,000

**Cheatham County**

Real Property - Land & Building	
Cheatham County Rate: \$2.4767	Full Taxes
Year 1	\$ 210,486
Year 2	\$ 210,486
Year 3	\$ 210,486
Year 4	\$ 210,486
Year 5	\$ 210,486
Year 6	\$ 210,486
Year 7	\$ 210,486
Year 8	\$ 210,486
Year 9	\$ 210,486
Year 10	\$ 210,486
Total	\$ 2,104,862

**Ashland City**

Real Property - Land & Building	
Ashland City Tax Rate: \$0.59	Full Taxes
Year 1	\$ 50,144
Year 2	\$ 50,144
Year 3	\$ 50,144
Year 4	\$ 50,144
Year 5	\$ 50,144
Year 6	\$ 50,144
Year 7	\$ 50,144
Year 8	\$ 50,144
Year 9	\$ 50,144
Year 10	\$ 50,144
Total	\$ 501,441

<b>Total Taxes:</b>	<b>\$</b>	<b>2,606,303</b>
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**Ashland City, Cheatham County, TN  
Ingram Marine Group Cargo Facility  
Personal Property Tax Schedule**

Cheatham County Personal Property			Ashland City Personal Property		
Cheatham County Rate: \$2.4767	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule	Ashland City Tax Rate: \$0.59	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule
<b>Value</b>	<b>\$ 18,500,000</b>		<b>Value</b>	<b>\$ 18,500,000</b>	
Year 1	\$ 13,745	0.100	Year 1	\$ 3,219	0.100
Year 2	\$ 24,741	0.180	Year 2	\$ 5,794	0.180
Year 3	\$ 19,793	0.144	Year 3	\$ 4,635	0.144
Year 4	\$ 12,646	0.092	Year 4	\$ 2,961	0.092
Year 5	\$ 10,171	0.074	Year 5	\$ 2,382	0.074
Year 6	\$ 9,072	0.066	Year 6	\$ 2,125	0.066
Year 7	\$ 9,072	0.066	Year 7	\$ 2,125	0.066
Year 8	\$ 8,934	0.065	Year 8	\$ 2,092	0.065
Year 9	\$ 8,934	0.065	Year 9	\$ 2,092	0.065
Year 10	\$ 4,536	0.033	Year 10	\$ 1,062	0.033
<b>Total</b>	<b>\$ 121,644</b>		<b>Total</b>	<b>\$ 28,488</b>	

**Total Projected New Property Tax: \$ 150,133**

Annual Average: \$ 15,013

## Notes for Ingram Maine Ashland City Terminal Impact Analysis:

1. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered by the specified industry.
2. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for wholesale trade support activities.
3. U.S. Bureau of Economic Analysis RIMS II final demand employment multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the number of jobs supported per million dollars of output from the specified industry.
4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Cheatham County, 2022. Assumes an average wage increase of 1.5% for 2023.
5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2021; factor applied to direct and indirect wages to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Ashland City and Cheatham County local option rate of 2.75%.
6. Based upon July 2022 - June 2023 collections of business, motor vehicle and other local taxes compared to sales tax for Cheatham County.
7. U.S. Bureau of Economic Analysis RIMS II direct effect employment multiplier for Cheatham County, for truck transportation. This multiplier represents the total change in the number of jobs supported in all industries for each additional job created by the specified industry.
8. Indirect property tax for Cheatham County and Ashland City is based on the new direct jobs created by the company. For this calculation, it is assumed that 75% of the direct jobs reside in Cheatham County and represent one household per job. The 2023 median home value is utilized as a proxy for residential property value, to determine property tax generated per job. The residential assessment rate of 25% is utilized for all residences, including those in multifamily buildings assessed at 40%, and a combined Cheatham County (\$2.4766) and Ashland City (\$0.58) tax rate of \$3.06 per \$100 of assessed value is used to project the annual tax per job. The property tax from new or expanded commercial property that is generated indirectly from economic activity associated with the jobs supported by the company is not projected.
9. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for truck transportation.

Note: All calculations are in constant 2023 dollars. No tax rate increases are assumed.  
The 2012/2021 RIMS II multipliers are utilized for this analysis.

**JOB DESCRIPTION**

**Town of Ashland City  
City Administrator**

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**CLASSIFICATION TITLE:** City Administrator  
**DEPARTMENT:** General Government  
**REVISION DATE:** 10-06-2023  
**REPORTS TO:** City Council  
**EMPLOYMENT STATUS:** Full Time  
**FLSA STATUS:** Exempt  
**PAY RANGE:** Pay Grade Level 11

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**JOB SUMMARY**

The City Administrator is under the direction of the City Council, this position oversees the day-to-day operations of the town to ensure the town’s services are provided in the most efficient and effective manner. The city administrator should live within a distance agreed upon between the City Administrator and the city council so all functions of the position can be more efficiently fulfilled.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Responsible for the daily and efficient operation of city functions and services, works with department heads for the efficient operation of the city. Makes recommendations to the Council for improving quality and quantity of services.
- Works with the City Recorder in preparing the agenda for city council meetings in consultation with the mayor, council members, city attorney, all department heads, and the City Recorder.
- Attends all official meetings of the city council and its committees including but not limited to the Planning Commission with the right to take part in all discussions, but not vote.
- Recommend to the city council the adoption of all such ordinances, resolutions, or other action that he or she deems necessary.
- Assist Mayor, Finance Director and department heads with preparation and implementation of the annual budget for all funds and departments and shall be responsible for oversight of departmental budget development.
- Coordinate long range budget planning efforts and prepare Capital Improvement Plan budgets for the city.
- Works with department heads to determine work procedures, work schedules to expedite workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Facilitates positive, professional attitude among workers and resolves grievances. able to integrate the employees with the council to have a cohesive team in order to achieve goals and provide effective services.

- Prepares a variety of studies, reports, and related information for decision making purposes as needed.
- Nominate individuals to mayor for appointment as department heads and supervise activities of all department heads.
- Initiate discipline and discharge proceedings against department heads and assist department heads with discipline and discharge of employees with the concurrence of the mayor.
- Provides professional advice to the council and department heads; makes presentations of the Board and committees, civic groups, and general public.
- Keep the council advised as to the condition and needs of the City. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities.
- Report to the council on the condition of all equipment, buildings, and real estate.
- Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
- To implement personnel ordinances, rules and regulations as adopted by the Council.
- Represents the Mayor and the city at various meetings, functions, and events; serves as a liaison to various civic or governmental organizations and committees; confers regularly with officials from the other municipalities, chamber of commerce, authorities and commissions and keeps the mayor apprised of activities.

### **QUALIFICATIONS**

- Bachelor's Degree, although master's degree preferred in public administration, business administration, political science, or related field from an accredited college or university.
- Minimum of 5 to 7 years of executive management experience as a City Administrator/City Manager or Assistant City Administrator/Manager in Local Government or closely related field which includes operations management, budgeting and managing personnel.

### **REQUIRED KNOWLEDGE AND ABILITIES**

- Should have a working knowledge of government finance with proven experience in administering budgets and should possess high level communication skills.
- Working knowledge of government finance with proven experience in administering budgets and should possess high level communication skills.

- Ability to analyze municipal operations and make recommendations to the board for improvements.
- Ability to plan, assign, and coordinate the activities of city employees and other resources to achieve the most efficient and effective day to day operations.
- Ability to establish and maintain effective working relationships with the general public, employees, City Attorney and elected officials. Able to operate effectively and efficiently in a team environment.
- Detail-oriented and self-motivated.
- Ability to be bonded in such sum as may be fixed by and with such surety as may be acceptable to the city council.

### **EQUIPMENT OPERATED**

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

### **WORKING CONDITIONS**

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

### **USUAL PHYSICAL DEMANDS**

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

### **EMPLOYEE AWARENESS**

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

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

**MANAGEMENT APPROVAL**

\_\_\_\_\_  
**Department Head's Signature**

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

\_\_\_\_\_  
**Human Resource Director's Signature**

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

**EMPLOYEE UNDERSTANDING AND AGREEMENT**

\_\_\_\_\_  
**Employee's 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