



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

June 10, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

1. Pastor Shaun Sutton, Faith Community Church

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [2.](#) Approve Regularly Scheduled City Council Meeting Minutes, May 13, 2025
- [3.](#) Approve Special Called City Council Meeting Minutes, May 20, 2025

PUBLIC FORUM

REPORTS

4. City Attorney: Jennifer Noe

UNFINISHED BUSINESS

- [5.](#) ORDINANCE 640: Budget Amendment – for the FISCAL YEAR 2024-2025- 2ND Reading

NEW BUSINESS

6. TCRS Bridge and Hazardous Duty Decision
- [7.](#) CONTRACT: Fitness Instructor - Thrive 55 Center
- [8.](#) CONTRACT: Friday Night Dance Lease
- [9.](#) CONTRACT: MCHRA - Transportation contract for Thrive 55 Center
- [10.](#) Grant Amendment Police Department - contract 77833-26
- [11.](#) JOINT FUNDING AGREEMENT - U.S DEPARTMENT OF INTERIOR
- [12.](#) CONTRACT - APSU Austin Peay State University Information Systems Center
13. CONTRACT: Planning Service - Clark Development Corporation LLC
- [14.](#) RESOLUTION: 2025-23 - Public Meetings for 2025 - New Location

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
May 13, 2025, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

Mayor Gerald Greer

Councilwoman: Nicole Binkley

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

ABSENT

Vice Mayor Chris Kerrigan

Councilman Tim Adkins

PLEDGE AND PRAYER

The prayer was given by Pastor Chris Moore of Gateway Church.

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. April 8, 2025, Regularly Scheduled City Council Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the April 8, 2025, Regularly Scheduled City Council Minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

2. ATTORNEY: Jennifer Noe – Attorney Noe stated that she did not have anything to add outside the agenda for the evening. She thanked the Council for allowing her to miss the Workshop meeting in May. She also advised that she would not be able to attend the Special meetings on May 20, 2025, due to prior commitments.

UNFINISHED BUSINESS

2. ORDINANCE 639: Budget Amendment \$ 45,372.00 - New Patrol Car -2nd Reading

A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the Budget Amendment. Voting Yea, Councilman Young, Councilman Smith, Councilwoman Binkley, Councilman Thompson. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

NEW BUSINESS

4. Bruce's Buddies - Jody Vann – stated he stopped to thank and tell the council the appreciate them and hope they have a great turnout this year again. It is their 4th year, and they gave the council stickers and coins.

5. CERTIFICATE OF COMPLIANCE: Change of Ownership - Jackson Liquors

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Certificate of Compliance. Voting Yea, Councilman Smith, Councilman Thompson, Councilman Young, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

6. CONTRACT: Fire Contract with the County

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Fire Contract with the County. Voting Yea, Councilman Thompson, Councilman Smith, Councilman Young, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

7. CONTRACT: Elevator Service and Inspection - Station 1

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the Elevator Service and Inspection at Fire Station 1. Voting Yea, Councilman Thompson, Councilman Young, Councilman Smith, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

8. CONTRACT: Annual Fire Alarm Inspection and Monitoring - New City Hall & Continued for Fire Station 1 & Fire Station 2.

A motion was made by Councilman Thompson, Seconded by Councilman Young, to add the new WWTP to the contract. Voting Yea, Councilman Thompson, Councilman Young, Councilman Smith, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the Annual Fire Alarm Inspection and Monitoring – New City Hall – Fire Station 1 – Fire Station 2 and adding WWTP. Voting Yea, Councilman Thompson, Councilman Young, Councilman Smith, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

9. TCRS rates for 2025/2026

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve TCRS rates to stay the same with no changes. Voting Yea, Councilman Thompson, Councilman Smith, Councilman Young, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

10. TCRS - Hazardous Duty Cost

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to Defer until June Agenda to get more information and have a speaker come in. Voting Yea, Councilman Smith, Councilman Thompson, Councilman Young, Councilwoman Binkley. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

11. Insurance Rate Discussion: BC/BS and Lincoln

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the BCBS rates, the rate decreases for the city 1.75% but there are no changes for the employees. Voting Yea, Councilman Thompson, Councilwoman Binkley, Councilman Smith, Councilman Young. Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the change moving from Lincoln to Mutual of Omaha with the \$ 25,000.00 pay out. Voting Yea, Councilman Thompson, Councilman Smith, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

12. RESOLUTION 2025-22: LEGAL SERVICES AGREEMENT

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the Legal Service Contract with Stag Liuzza. Voting Yea, Councilman Thompson, Councilwoman Binkley, Councilman Smith, Mayor Greer. Voting Nay: Councilman Young, ABSENT: Vice Mayor Kerrigan, Councilman Adkins

13. CONTRACT: Mauldin and Jenkins CPA

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the extension of the service from Mauldin and Jenkins CPA. Voting Yea, Councilman Thompson, Councilman Smith, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

14. ORDINANCE 640: Budget Amendment – for the FISCAL YEAR 2024-2025- 1st Reading

A motion was made by Councilman Smith, Seconded by Councilman Young, to approve the Budget Amendment for the Fiscal Year 2024-2025. Voting Yea, Councilman Smith, Councilman Young, Councilman Thompson, Councilwoman Binkley, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

15. CDBG - Pump Station Bid Award

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the Pump Station Bid to B.A.M.2! the lowest bid in the amount of \$ 377,700.00 and add the additional \$ 130,000.00 that is not covered by the Grant. Voting Yea, Councilman Thompson, Councilman Young, Councilman Smith, Councilwoman Binkley, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

16. Supplies for all City Buildings

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the contracts to use Cintas for the Uniforms, Rugs, and Paper Products and to use Kelsan Service to supply the items that Cintas does not offer. Voting Yea, Councilman Smith, Councilman Thompson, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

17. CONTRACT: Nashville Symphony Concert

A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to approve the contract for the Nashville Symphony Concert in Riverbluff Park on June 14, 2025, with changes. Voting Yea, Councilman Smith, Councilwoman Binkley, Councilman Thompson, Councilman Young, Mayor Greer. Voting Nay: 0 ABSENT: Vice Mayor Kerrigan, Councilman Adkins

18. Approval for a Private vendor to sell alcohol at the Concert.

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve a private vendor "Roaming Bar Cocktails" to sell alcohol at the Nashville Symphony Concert on June 14, 2025. Voting Yea, Councilman Smith, Councilman Thompson, Councilwoman Binkley, Mayor Greer. Voting Nay: Councilman Young, ABSENT: Vice Mayor Kerrigan, Councilman Adkins

19. Budget Discussion - Scheduling dates for Budget Meetings

Kellie Reed spoke to the council. We will need to have a couple of Budget Work sessions. We will need a regular meeting in June and possibly a Special called meeting in June. Casey from the CPA was here today and worked with Jamie. We need to work on the Audit for the last Fiscal year and correcting the issue with the revenue that we spoke about last week. She will be back on Thursday to work on it and Kellie will speak to her then. She is hoping to have something by the end of this week to present to the council. She will compare calendars and get some dates put together for work session dates. She is going to send out a survey to get everyone's availability. Depending on the council members and how many questions they have but she thinks maybe 3 meetings. She also asked if the Council members are open to having a Saturday meeting. They are hoping to start the meetings at the end of May.

ADJOURNMENT

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:52 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY

Special Called City Council Meeting

May 20, 2025, 5:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 5:03 p.m.

ROLL CALL

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

APPROVAL OF AGENDA

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

PUBLIC HEARING

1. Special called City Council Meeting Advertisement
A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to close the public hearing. All approved by voice vote.

APPROVAL OF MINUTES

2. Special called City Council Meeting, April 1, 2025, Minutes
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the April 1, 2025, Special Called City Council Minutes. All approved by voice vote.
3. Special called City Council Meeting, May 6, 2025, Minutes
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the May 6, 2025, Special Called City Council Minutes. All approved by voice vote.

NEW BUSINESS

4. Award the Cleaning Service Bid
A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to award the Cleaning Service Bid to JanPro. They asked for stipulations to be in the contract to accept the bid. The stipulations are if the cleaning service is no show they will adjust the payment to reflect no charge for that service day. Violet will issue a badge to come in and out of the buildings and we are able to track the entries in and out of the buildings. Offices that have area rugs must be vacuumed. We would like a clause if they missed 20 cleanings within the year, we are able to opt out of the contract without penalty. It must be stipulated that they clean during business hours only. It would be a 12-month contract with a 60-day probation period.
Voting Yea: Councilman Smith Vice Mayor Kerrigan, Councilman Adkins, Councilman Young, Councilman Thompson, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

OTHER

Vice Mayor Kerrigan: stated that he spoke to the people for the Beer Board and the address was the correct one on the application. It is the NAPA Building. They are planning on opening in a couple of days and cannot sell beer until they have a beer license. He would like to set a special-called meeting to fix this for them.

Mayor Greer: asked the council to set a date for the meeting now. The Special called Beer Board will be set for June 3rd before the workshop.

Vice Mayor Kerrigan: He is requesting a social media, Policy. If there is anything being held in any of the city parks that is not a city event, we should let the community know but if we do it for one, we need to do it for everyone or not do it for anyone. He would like it added to the Workshop to clarify the information for the residents.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 5:41 P.M.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO. **640**

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING
THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE
NUMBER 625

WHEREAS, the Town of Ashland City adopted the fiscal year 2024-2025 budget by passage of Ordinance Number 625 on July 30th, 2025; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated* section 6-56-209, the Board of Commissioners has the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses for the general government will be greater than the projected amounts and require a budget amendment

WHEREAS, \$750,000.00 was previously approved for applicant contribution towards construction of the new city hall, however, money was not included in the FY25 general fund budget and as such the board wishes to amend the current budget

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance Number 625 is hereby amended by increasing the general fund by \$750,000.00 and decreasing fund balance by \$750,000.00

General Fund

Finance	\$1,706,487.00	\$2,456,487.00
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SECTION 2. This ordinance shall take effect 20 days upon final passage.

PASSED ON 1st READING: **May 13, 2025**

PASSED ON 2nd READING: **June 10, 2025**

Voting Yea _____ Voting Nay _____

MAYOR GERALD C. GREER

DATE

ATTEST: CITY RECORDER
MARY MOLEPSKE

DATE



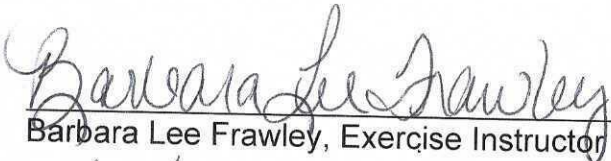
Barbara Lee Frawley
9292 War Eagles Way
Ashland City, TN 37015
615-801-0950



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

Contract for Services

This document shall serve as a contract between Barbara Frawley, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.


Barbara Lee Frawley, Exercise Instructor

5/23/25
Date

Gerald Greer, Mayor

Date



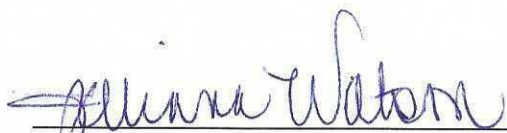
Juliana Watson
102 Ashland Court
Ashland City, TN 37015
615-948-0019



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

Contract for Services

This document shall serve as a contract between Juliana Watson, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class or \$25.00 per combined class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.



Juliana Watson, Exercise Instructor
4/16/25

Date

Gerald Greer, Mayor

Date



Phoenix Thornburg
Exercise Instructor
1155 Woodard Perry Rd
Ashland City, TN 37015
615-689-9999



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

Contract for Services

This document shall serve as a contract between Phoenix Thornburg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

Phoenix Thornburg
Phoenix Thornburg, Exercise Instructor

Gerald Greer, Mayor

4-28-25
Date

Date



Anna Winberg
Exercise Instructor
701 Cherrywood Court
Ashland City, TN 37015
(615) 636-1908



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

Contract for Services

This document shall serve as a contract between Anna Winberg, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Thrive 55+ Center Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. The instructor will teach assigned exercise classes at the current rate of \$30.00 per class. The terms of this initial contract shall be from July 1, 2025 – June 30, 2026.

Anna Winberg, Exercise Instructor

4-16-2025

Date

Gerald Greer, Mayor

Date

**THRIVE 55+ ASHLAND CITY
LEASE AGREEMENT
FRIDAY NIGHT DANCE**

This lease agreement is for rental of the Ashland City for Friday Night Dances. This lease agreement is for 12 months beginning July 1, 2025, through June 30, 2026. The purpose of the rental is to provide a non-alcoholic dance venue open to the public. Thrive 55+ Ashland City will be referred to as the lessor and Willie Watson, Christine Watson and Carolyn Dorris will be referred to as the lessee. The following terms and conditions are stated below:

1. Rental cost of the property is \$25.00 per month. Payment will be made to the lessor prior to the 30th of each month for the duration of the term lease.
2. All admission fees and band tips will be retained by the lessee.
3. Lessor will have the rental space ready and available for operation to lessee by 5:00 pm each Friday. This entails a clean facility including stocked and ready restrooms with chairs in place for the evening's event according to lessee's specifications.
4. Hours of operation will be from 7:00 pm to 10:00 pm. Doors will open at 6:00 pm and close by 11:00 pm.
5. Patrons 12 years of age and older will be allowed to attend the event but must be accompanied by an adult at all times. Children under 18 are not permitted to use the pool tables or shuffleboard table.
6. Lessee will provide a liability insurance policy in the amount of \$1,000,000.00. A copy of the policy will be provided to the lessor.
7. Lessee will be provided with a cooler and ice from the ice machine and may have use of the coffee pot. Lessee will be responsible for clean-up of said equipment. Food, drinks, and disposable supplies will be provided by lessee.
8. Lessee will be provided with a key to the facility for band set up. Lessee is responsible for turning off all lights and locking all doors of the facility per instructions provided by the lessor upon closing the center at the end of each dance.
9. Lessee will ensure cleanup of the facility after each event to include putting away extra chairs on rack, sweeping used areas, mopping up any spills, cleaning any tables used, and disposal of all trash into the outside dumpster.
10. Lessor will make no changes to the facility.
11. Lessor will obtain permission from Center Director to decorate for special events.
12. Lessor and lessee will each have the option to renew or cancel said lease agreement with a 30-day written notice.

Gerald Greer, Mayor

Date

Willie Watson

5/23/25

Willie Watson – Lessee

Date

Christine Watson

5/23/25

Christine Watson- Lessee

Date

Carolyn Dorris

5/23/25

Carolyn Dorris- Lessee

Date



MIDCUMBERLAND

Human Resource Agency

CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st Day of July, 2025, by and between **Mid-Cumberland Human Resource Agency, Inc.** ("Provider") and **Thrive 55, Ashland City** ("Contractor").

RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals ("Members") referred to Provider by Contractor originating in **Cheatham County** with destinations in **Cheatham County** (the "Service Area"); and

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. The initial term shall commence July 1, 2025 and continue until June 30th, 2026 as herein provided.
2. Duties and Responsibilities of the Parties.
 - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
 - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
 - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available [Monday through Friday between the hours of 6 am and 6 pm] [to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to/and from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$3.00 per one way trip within Cheatham County.

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

- (3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

1. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder 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 Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor:

Gerald Greer, Mayor
Thrive 55
233 TN Waltz Pkwy, Suite 103
Ashland City, TN 37015

If to Provider:

Anna Perry, Transportation Director
Mid-Cumberland Human Resource Agency, Inc.
1101 Kermit Drive; Suite 300
Nashville, TN 37217

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Contractor and Provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

Contractor:

Thrive 55

By: Gerald Greer
Title: Mayor, Ashland City

Provider:
**Mid-Cumberland Human Resource Agency,
Inc.**

By: Jane Hamrick
Title: Executive Director

EXHIBIT A**COMPENSATION SCHEDULE**

	Per Participant Per Authorized One Way Trip Leg
AMBULATORY AND WHEELCHAIR PATIENTS	<i>Members Transport</i> <i>MCHRA General Public fare rates per person in Service Area.</i> *Fares are subject to change with agencies Fare policies.
PERSONAL CARE ATTENDANT	One (1) Personal Care Attendant is allowed at no extra charge.
CANCELLATION & NO SHOWS	<p>Cancellations more than 2 hours prior to scheduled pick-up will incur no charge</p> <p>Cancellations less than 2 hours prior to schedule pick-up will be charged a \$30.00 cancellation/no show fee</p> <p>No shows are defined as scheduled trips where client is not at trip origination address; drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$30.00 no show fee.</p>

EXHIBIT B

HIPAA REQUIREMENTS

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.

7. **Safeguards.** Provider shall use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement and by Contractor's privacy and security policies, including implementing security processes for the protection of electronic PHI during transmission and storage consistent with the requirements of the Security Regulations.

8. **Disclosure to DHHS.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining Contractor's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Contractor or Provider by virtue of this provision.

9. **Termination and Return of PHI.** Notwithstanding anything to the contrary in this Agreement, Contractor may terminate this Agreement immediately if, in Contractor's reasonable opinion, Provider breaches any provision of this Section. Upon termination of this Agreement for any reason, Provider shall, if feasible, return or destroy all PHI received from Contractor or created by Provider on behalf of Contractor. If such return or destruction is not feasible, the parties agree that the requirements of this Section shall survive termination of this Agreement and that Provider shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible.



GRANT AMENDMENT

Agency Tracking # 33501-2548543	Edison ID 77833-26	Contract # 77833-26	Amendment # 4		
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Amendment Purpose & Effect(s) To amend the Term of the Grant Contract and revise the definition of an "Eligible Officer".					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 19, 2029			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$16,666.67				\$16,666.67
2025	\$16,666.67				\$16,666.67
2026	\$16,666.67				\$16,666.67
2027	\$16,666.67				\$16,666.67
2028	\$16,666.66				\$16,666.66
2029	\$16,666.66				\$16,666.66
TOTAL:	\$100,000.00				\$100,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
Speed Chart (optional)	Account Code (optional)				

AMENDMENT FOUR OF GRANT CONTRACT 77833-26

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

1. Grant Contract Section A.3.a. is deleted in its entirety and replaced with the following:

A.3.a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee **between May 1, 2023, and March 19, 2026**. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.

2. Grant Contract Section A.4. is deleted in its entirety and replaced with the following:

A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee **between May 1, 2023, and March 19, 2026**. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

3. Grant Contract Section A.4.c. is deleted in its entirety and replaced with the following:

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee **between May 1, 2023, and March 19, 2026**.

4. Pro Forma Grant Contract Section B is deleted in its entirety and replaced with the following:

B. This Grant Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on **March 19, 2029** ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside of the Term.

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

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



United States Department of the Interior

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

September 26, 2024

Ms. Mary Molepske
City Recorder
Town of Ashland City
233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015

Dear Ms. Molepske:

Enclosed is an electronic version of our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Town of Ashland City one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), during the period October 1, 2024 through September 30, 2025 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$1,000 for a combined total of \$4,500. Please sign and return one fully-executed original to Desvin Jones, Lead Budget Analyst at **3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816** or gs-w-lmg_agreements@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 228-3643 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 326-9250 or gs-w-lmg_budget_finance_team@usgs.gov.

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

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
25MLJFATNDA085

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

Customer #: 6000002544
Agreement #: 25MLJFATNDA085
Project #: ML00925
TIN #: 62-6000239

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for one half of the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$1,000 by the party of the first part during the period
October 1, 2024 to September 30, 2025
- (b) \$3,500 by the party of the second part during the period
October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 6000002544
Agreement #: 25MLJFATNDA085
Project #: ML00925
TIN #: 62-6000239

Water Resource Investigations

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

USGS Technical Point of Contact

Name: Drew Westerman
Assistant Director - Data Chief, AR/TN
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3643
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Mary Molepske
City Recorder
Address: 233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5221
Fax: (n/a)
Email: mmolepske@ashlandcitytn.gov

USGS Billing Point of Contact

Name: Desvin Jones
Lead Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 326-9250
Fax: (225) 298-5490
Email: gs-w-lmg_budget_finance_team@usgs.gov

Customer Billing Point of Contact

Name: Jamie Winslett
Interim Finance Director
Address: PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5242
Fax: (n/a)
Email: accountspayable@ashlandcitytn.gov

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

By Rodney R. Knight Date: September 26, 2024
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

AGREEMENT BETWEEN

Austin Peay State University, Geographic Information Systems Center

AND

Building & Codes Department, Town of Ashland City, Ashland City, TN

This Agreement is made this _____ day of ____, by and between Austin Peay State University, Geographic Information Systems (GIS) Center hereinafter referred to as the "Contractor" and Building & Codes Department, Town of Ashland City, Ashland City, TN hereinafter referred to as "Client".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. The Contractor agrees to perform the following base-level services:
- Perform monthly or as-needed updates of zoning, upload to server, and maintain REST service of zoning for inclusion in iWorQ system.
 - Spatially tie zoning to an individual Ashland City parcel set based on our most current parcel data, upload to server, and maintain REST service of zoned parcels for inclusion in iWorQ system.
 - Maintain REST Service of the 911 Centerlines for inclusion in iWorQ system (Linda has already authorized sharing of the centerlines for this purpose.)
 - Provide GIS technical support on the client's behalf with software vendors, such as iWorQ
 - Provide support to clients for GIS technical issues and recommendations for leveraging GIS capabilities in current and future projects.
 - Assist clients with basic spatial analysis in support of planning and growth initiatives.
 - Develop digital maps on an as-needed basis.
 - Urgent projects with a delivery date within 2 weeks of the initial request may be subject to additional fees.
- B. The Client agrees to compensate the Contractor as follows:
1. Rate of compensation:
The Contractor shall be compensated for the base services described above in Section A at the sum of \$ 12,792.00.
- The Client shall pay \$12,792.00 for base services at the contract execution. In 4 quarterly installments of \$3,198.
- Services not listed in Section A of work will be charged at a rate of \$75/Hour.
2. Payments to the Contractor shall be made according to the schedule set out above. Payments shall be made only upon the submittal of invoices by the Contractor.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

2. The Client warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Client in connection with any work contemplated or performed relative to this Agreement.
3. The term of this contract shall be from 07/01/2025 to 07/31/2026.
4. This Agreement may be terminated by either party by giving written notice to the other, at least **90** days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
5. This Agreement may be modified only by a written amendment executed by all parties hereto.
6. Reports, maps, data, analysis, and other products shall remain the property of the Contractor. The database shall be maintained to ensure its long-term usefulness and accessibility to the Client. The Contractor reserves the right to use the data and its derivative for bona fide teaching and research purposes.
7. The Contractor shall not assign this Agreement or enter sub-contracts for any of the work described herein without obtaining the prior written approval of the Client, as appropriate.
8. This contract prohibits the hiring of illegal immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that the Client attest in writing that the Client will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("Attestation"), which is attached and hereby incorporated by this reference.

If the Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. The contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

9. The agreement is to be governed by and construed in accordance with the laws of the State of Tennessee.

D. The Contract Documents consist of this Agreement and any Addenda and/or Amendments to this Agreement hereafter executed. In the event that provisions of the Contract documents conflict, priority for interpretation shall be as follows: Addenda and/or Amendments and the Agreement.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

Building & Codes Department, Town of Ashland City, Ashland City, TN, Cheatham County, Tennessee

BY: _____

TITLE: _____ DATE: _____

BY: _____

TITLE: _____ DATE: _____

Austin Peay State University

BY: _____

TITLE: _____ DATE: _____

RESOLUTION 2025-23

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO SET ALL PUBLIC MEETINGS FOR THE REMAINDER OF THE 2025 YEAR.

WHEREAS regularly scheduled meetings for the year 2025 for the Town of Ashland City, Tennessee will be held at the City Hall located at 405 N. Main Street beginning July 1, 2025. The remainder of June 2025 the meetings will continue to take place at Thrive 55 Center located at 104 Ruth Drive, Ashland City.

WHEREAS the board meetings will follow the schedule below:

Board of Zoning and Appeals:

1st Monday of each month at 5:30 PM

*Except Labor Day - Will be scheduled the 2nd Monday

* September 8, 2025, at 5:30 PM

Planning Commission:

1st Monday of each month at 5:30 PM

*Except Labor Day-will be scheduled the 2nd Monday

* September 8, 2025, at 5:30 PM

Council Workshop:

1st Tuesday of each month at 6:00 PM

*Meeting dates:

* July 1, 2025, August 5, 2025, September 2, 2025, October 7, 2025, November 4, 2025, December 2, 2025.

Council Meetings:

2nd Tuesday of each month

*Meeting dates:

* July 8, 2025, August 12, 2025, September 9, 2025, October 14, 2025, November 18, 2025 (moved a week due to Veterans Day), December 9, 2025.

Beer Board Meetings:

2nd Tuesday of each month at 6:00 PM

*Except Veterans Day on November 11, 2025 - Meeting will be held on November 18, 2025

Budget Meetings:

* As needed, they will be advertised on the City Web site

Parks Advisory Board:

4th Tuesday of each month at 6:00 PM

WHEREAS agendas will be made available prior to any scheduled meetings on the Town's Website at www.ashlandcitytn.gov.

WHEREAS the public is invited to attend all City meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that these will be the tentatively set meeting times for the remainder of the 2025 year.

We, the City Council, meeting in Regular Session on this the 10th day of June, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

MAYOR GERALD C. GREER

CITY RECORDER MARY MOLEPSKE