



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
September 01, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) August 4, 2020 Workshop Meeting Minutes

REPORTS:

2. Fire, Codes and IT Report
3. Police Department
4. Court Department
5. Senior Center
6. Parks Department
7. Public Utilities/Works
8. Financial Director
9. City Recorder

OLD BUSINESS:

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

NEW BUSINESS:

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

EXPENDITURE REQUESTS:

22. Bid Award: Shade Structures
- [23.](#) Bid Award: Pour-in-place Rubber Surfacing

24. Bid Award: Road Resurfacing

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 Workshop Meeting

August 04, 2020 6:00 PM

Minutes

CALL TO ORDER

Mayor Steve Allen called the meeting to order at 6:02 p.m. stating, "Welcome everyone, those on Facebook or other social media. I, Steve Allen Mayor for the Town of Ashland City, hereby call to order the August 4, 2020 Workshop Meeting of the City Council of Ashland City. Due to the COVID-19 pandemic and in accordance with Governor Bill Lee's Executive Order 16 this meeting is being conducted with limited physical public access. The meeting is being made available however to the public via live stream video on the zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the citizens in light of the COVID-19 pandemic."

ROLL CALL

PRESENT

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

APPROVAL OF AGENDA

A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. July 7, 2020 Workshop Meeting Minutes
A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the July 7, 2020 Workshop Meeting Minutes. All approved by voice vote.
2. June 2, 2020 Workshop Meeting Minutes
A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the June 2, 2020 Workshop Meeting Minutes. All approved by voice vote.

REPORTS:

3. Fire, Codes and IT Report
Chief Walker reported the Fire Department answered ninety-seven (97) calls for the month of July. He stated he has an IT report of things they are working on, but it was not sent out prior to the meeting. He stated if anyone has any questions he will be glad to answer them. Further, on the building and codes side they have been very busy and there has been a lot of interest and inquiries. Further, they have some meetings coming up with business developers.
4. Police Department
Chief Ray stated they have had lots of calls, arrests, and traffic. He stated they finally received the two cars they ordered last July and they have two (2) more ordered.
5. Court Department
Ms. Anita Justice reported they are extremely busy as they are having court every week through the month of July and August.
6. Senior Center

Ms. Melissa Womack stated the center is still closed due to COVID-19; however, staff is working. She stated the new employee, Gina Batts, came on board this week and have been doing training sessions with her. She stated the air unit went out at the Senior Center and they will be purchasing a new one because of this. She states the old unit is sixteen (16) years old. She reported a FedEx truck hit the building several months ago and the check has been received and they will requesting that money to have the awning repaired. There will be a teams meeting next week in regard to possible reopening.

7. Parks Department

Mr. Scott Sampson stated the pickleball court lines have been painted at the tennis court and is getting use. He informed the grill day at the Farmer's Market last week and they will do another day like this last day of the Market. The Parks Advisory Board had their first official meeting last Tuesday night and they are planning a movie in the park in September at Riverbluff Park. He stated the replacement swings will be shipped August 21.

8. Public Utilities/Works

Mr. Biggers stated they have installed the new headwalls on the box culverts on Brookhollow Road and they will be putting asphalt down as well. Further, the painting on the water tank will begin this week and it will take about two (2) weeks to complete. They are cleaning off the City Hall lot when there is a break. The water tank on Caldwell Road got struck by lightening last week and they are working on getting that fixed. Councilman Jackson questioned the grant for the sewer stations. Mr. Biggers reported we should know next month on if we will be awarded the grant or not.

9. Financial Director

Ms. Bowman discussed the reports she emailed out today including the fund balance report, expense and revenue budget report, and the serveline report. She stated they have been working on the audit uploading everything online the auditors are requesting.

10. City Recorder

This item was missed during discussion.

OLD BUSINESS:

11. Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations

AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS. Mayor asked if anyone has any questions and stated next week will be the second and final reading on this ordinance.

12. Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING. Vice Mayor Anderson questioned if it is fifteen (15) days we were giving them. Chief Walker confirmed that is the idea to change to fifteen (15) days in a calendar month and it will change from four (4) days in a week. Mayor stated this will be second and final reading as well next week.

13. Comcast Franchise Agreement

Ms. Kellie Reed stated Ms. Jennifer Noe has been in touch with Comcast and has some changes, hopefully it will be ready next week.

NEW BUSINESS:

14. BlueCross Healthy Place Projects

Mr. Sampson stated Blue Cross is building ten (10) healthy places across the state, they will invest seven hundred and fifty thousand dollars (\$750,000) in each project, and they have six (6) templates to choose from for these projects for the projects. Mayor questioned if all the city will need to do is supply the land. Mr. Sampson confirmed that is correct. Councilman Adkins questioned if this is an application process. Mr. Sampson confirmed yes and further stated they are taking proposals for the entire month of August. Councilman Adkins questioned if we have to state where we will do this. Mr. Sampson confirmed yes and suggested the walking track or the tennis courts.

15. Veteran's Memorial Park Discussion

Ms. Bowman stated this is for the Veterans Memorial and they sent some paperwork including an estimate through Bison Countertops twenty six thousand seven hundred and fifty dollars (\$26,750) for the granite panels. Vice Mayor Anderson stated he would like us to take care of all of this. Councilman Kerrigan agreed. Mayor questioned if this will include the engraving. Ms. Bowman stated she cannot tell from the invoice. Councilman Jackson questioned the water bill issue and if this had been resolved. Mayor stated yes they came down that day and paid their bill. In addition, Mayor stated he will see if we can get out some information regarding the bill and if includes the engraving.

16. Resolution: Governor Lee's Local Government Support Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN GOVERNOR LEE'S LOCAL GOVERNMENT SUPPORT GRANT FUNDING PROGRAM.

Councilman Adkins questioned if this money will be used toward the wish list included in the packet. Mr. Sampson confirmed yes the items listed as grant items will be covered by this grant. Councilman Greer questioned if the canopy structures will be covered under grant as well. Mr. Sampson stated it could be, but it will depend on the route council chooses to go. Chief Walker stated the sail types are expensive, but they have looked at cedar type pavilions as well. Councilman Greer questioned maybe doing one park with the sails and the other with a different option. Chief Walker stated these will probably be put out for bid because of the cost, but they will have a better idea of what the options are with the cost.

17. Bass, Berry, and Sims Engagement Letter and Resolution

Chief Walker stated Ms. Noe is reviewing this and it is for the bond on the fire truck. Ms. Reed stated this will be to engage Bass, Berry, and Sims as our bond council. Further, there will be a bond resolution we will need to pass and hopefully that will be available in the packet for next week's council meeting.

18. Budget Amendment #1 FY 2020-2021

Ms. Gayle stated this is the budget adjustment for the police reserves compensation, the BioPure treatment for the buildings, the grant that was not included in the original budget. Ms. Reed added the HVAC system and awning repair will need to be added that Ms. Womack discussed earlier into this amendment. Mayor asked if Ms. Melissa has received a check for the damage. Ms. Reed confirmed and stated this will just be to appropriate the money into the budget.

19. Property Purchase Discussion: 125 Vine Street- Map 049 N Parcel 11.00

Chief Walker stated we discussed the possibility last month for the property that is behind the new Fire Station. He further stated the purchase of this property would allow a drive through there. He stated there is a privacy fence on one side already and they would plan to add a privacy fence to the other side as well.

SURPLUS PROPERTY NOMINATIONS:

None.

EXPENDITURE REQUESTS:

20. Permission to bid: Shade Structures

Mr. Sampson stated we will need to get some more information before they can get good prices on this.

21. Permission to bid: Pour in place surface at Fire Station II playground

Chief Walker stated the surface was put down in 2004 and is in need of repair. Further, Mr. Sampson has received an estimate to replace for forty thousand dollars (\$40,000).

22. Permission to bid: Construction of City Hall and Fire Station II.

Chief Walker stated he has an update from Josh Wright and he will be on next Tuesday to answer any questions. Fire Station will be ready to bid in two (2) to three (3) weeks. City Hall will be ready by the third week of September. Councilman Greer questioned if this is for Fire Station I. or Fire Station II. Chief Walker stated on the agenda it is listed as Fire Station II., but it will be for Fire Station I. and this was just a typing error.

23. Permission to Bid Road Resurfacing: Little Marrowbone, Marrowbone Lane, Maple Drive, Orchard Lane, Adkisson Street, Hale Street, Thompson Road, Plum Street, Holloway Drive, Bowker Street, and Riverbluff Park

Mr. Biggers stated he has ten (10) roads listed and Mr. Sampson is requesting Riverbluff Park. Councilman Adkins questioned what would be paved at Riverbluff. Mr. Sampson explained the area to be paved and informed council the main area was paved not long ago. Councilman Jackson questioned patching the other areas. Mr. Sampson stated it is past the point of patching and they will need to go ahead and pave it at this point. Mayor agreed stating it is in rough shape, but this will just be to obtain the bids and we don't have to accept them.

OTHER.

Vice Mayor Anderson questioned HR/Mayor's Assistant position. He further stated he would like to ask council to think about that and what the duties would entail so we can get moving with it. Councilwoman Walker questioned if this is a new position or if it will be to reclassify a position. Mayor stated it is on the new chart. Ms. Reed stated the position on the new pay table is a Mayor's Assistant position and it was discussed in the June meeting, but the pay table was passed in July as this title. Vice Mayor Anderson questioned amending the pay table. Ms. Reed stated that can be done. Councilman Adkins stated he has some questions about doing this as they just passed the budget with no new positions and he would like to know how this will be funded. Councilwoman Walker stated that is why she was questioning if this is a reclassification or a new position. After some discussion Mayor informed council there was a transfer from the front office to the Administrative Assistant position at Public Works. Councilwoman Walker asked if the vacant position would then be reclassified as the Mayor's Assistant. Mayor responded yes. Ms. Bowman explained the positions in the front office and stated the position will not have to be filled in the front office. Ms. Bowman stated there would need to be a budget amendment if they move forward with an HR position.

Vice Mayor Anderson questioned getting with the county and doing a land swap for the river property and City Hall. Mayor stated they are working on setting up a meeting to see about being able to move forward with that. Vice Mayor Anderson further stated he would like to see us put some money back for a complex on that property if we do obtain the property.

Mayor stated we have the Caldwell Park survey back and it is on the Girth Family Property. Mayor stated there will be a trail run with equipment for the Riverbluff stage and he will let everyone know when that will be. Mayor also informed council he hasn't heard anything more on the Batson Street property just yet.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:54 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

ORDINANCE #

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

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

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

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

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Recorder Office	\$6,482,650.00	\$6,512,850.00
Police	\$1,679,452.00	\$1,702,314.80
Fire	\$7,755,025.00	\$7,759,915.00
Streets	\$888,280.00	\$889,142.80
Senior Center	\$282,475.00	\$293,845.00
Parks	\$614,977.29	\$615,840.09

<i>Enterprise Fund</i>	<u>Beginning Budget Anticipated Revenues</u>	<u>Ending Budget Anticipated Revenues</u>
Water and Sewer	\$19,965,490	\$20,453,490

	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Water and Sewer	\$6,482,650.00	\$6,486,100.00

1st reading 8-11-2020
Public Hearing _____
2nd reading _____

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



Budget Report Account Summary

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

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

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

Budget Report

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

Budget Report

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

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

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

Budget Report

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

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

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

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

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

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

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

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

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

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

Budget Notes

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

413-52300-551	TRUSTEE FEES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
413-52300-613	AMORTIZATION ON BOND PREMIUM	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	100.00 %
413-52300-631	INTEREST ON BONDED DEBT	318,750.00	318,750.00	0.00	0.00	0.00	318,750.00	100.00 %

Budget Notes

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

413-52300-700	BAD DEBIT EXPENSE	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
413-52300-900	CAPITAL OUTLAY	485,000.00	485,000.00	0.00	0.00	0.00	485,000.00	100.00 %

Budget Notes

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

413-52300-929	OTHER BUILDING- SEWER PLANT	17,000,000.00	17,000,000.00	0.00	0.00	0.00	17,000,000.00	100.00 %
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Budget Notes

Subject sewer plant
Description construction of sewer plant

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

Group Summary

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Budget Report

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

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

Fund Summary

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



United States Department of the Interior

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

August 10, 2020

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

Dear Ms. Reed:

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

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

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

Sincerely,

DIANNA
HOGAN

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

Dianna Hogan
Acting Director, LMG Water Science Center

Enclosure
21MLJFATNDA085 (2)

Fixed Cost Agreement YES[X] NO[]

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

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

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

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

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

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

Water Resource Investigations

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

USGS Technical Point of Contact

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

Customer Technical Point of Contact

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

USGS Billing Point of Contact

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

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

By DIANNA HOGAN ^{Signature}
Name: Dianna Hogan
Title: Acting Director, LMG Water Science Center

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

Signatures
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

PLANNING SERVICE CONTRACT

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

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

A. SCOPE OF SERVICES. The Planner shall provide the following services:

1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request
2. Review of all site plans, plats, and rezoning request and prepared written recommendations
3. Technical assistance through phone calls, emails, or other correspondence
4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally attempted resolutions and/or ordinances
6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner
7. Review of projections supported by TDOT, the MPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations)
8. Provide updates to the communities on recent or anticipated changes to statute, recent court cases that may impact local decision-making
9. Monitoring the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the communities
10. Annual planning work programs identifying anticipated scope work.

B. The Town will be responsible for the following responsibilities:

1. Provide Planner with sufficient notice of meetings and obligations
2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps

C. TERM OF CONTRACT:

This contract shall become effective on or about October 1, 2020 and shall be effective for 12 months terminating on October 31, 2021. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.

D. PAYMENT TERMS AND CONDITIONS:

This contract shall be in an amount of Eight Thousand, Six Hundred Dollars (\$8,680.00) on an annual basis. This shall be prorated and paid by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items as listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

E. TERMINATION OF AGREEMENT

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

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

F. ASSIGNMENT:

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

G. RECORDS:

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

H. INDEPENDENT CONTRACTOR:

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

Town of Ashland City Date

Planner Date

Mayor Steve Allen Date

Rick Gregory Date

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

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

PERMITTEE:

TOWN OF ASHLAND CITY

AUTHORIZED USE:

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

ALL WORK SHALL BE DONE TO TDOT STANDARDS AND SPECIFICATONS

LOCATION OF PREMISES:

SR 12 — LM 5.84
Ashland City, Cheatham Co

EFFECTIVE DATES OF PERMIT:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: _____
REGIONAL ENGINEERING DIRECTOR DATE _____

APPROVED AS TO FORM:

REGIONAL ATTORNEY DATE _____

PERMITTEE: TOWN OF ASHLAND CITY

BY: _____
DATE _____

TITLE: _____

CONTRACTOR:

BY: _____
DATE _____

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

TITLE: _____



CONTRACT

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

Begin Date 8/1/2020	End Date 9/30/2021	Agency Tracking # AshlandSC-G 2021-C21	Edison Record ID
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Contractor Legal Entity Name Town of Ashland City	Edison Vendor ID
---	-------------------------

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

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

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

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

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	<i>CPO USE - GU</i>
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Speed Chart (optional)	Account Code (optional)
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**GRANT CONTRACT #2021-21
BETWEEN THE
GREATER NASHVILLE REGIONAL COUNCIL
AND
TOWN OF ASHLAND CITY**

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

Federal Employer Identification Number: 62-6000239

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Scope to be provided under this contract is included in Attachment 1, which is attached hereto and made a part of this Grant Contract.

B. TERM OF CONTRACT:

The parties agree that this Contract shall be effective on 8/1/2020 ("Effective Date") and ending 9/30/2021 ("Term"). The GNRC shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500) ("Maximum Liability"). The Budget, attached and incorporated as Attachment 2, is the maximum amount due the Grantee under this Contract. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the GNRC is not subject to escalation for any reason unless amended. The Budget amounts are firm for the duration of the Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the GNRC no more often than monthly, with all necessary supporting documentation submitted not later than the 8th day of each month for units or services provided the previous month, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number: (assigned by the Contractor)

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

- i. The amount requested by Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Budget line-item to date.
- iii. The total amount reimbursed under the Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and shall be subject to the Budget and any other provision of this Contract relating to allowable reimbursements.
- (2) An invoice under this Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Contract shall initiate the timeframe for reimbursement only when the GNRC is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget. The Grantee may vary from a Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Contract amount detailed by the Budget. Any increase in the Budget, grand total amounts shall require an amendment of this Contract.

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

- a. If total disbursements by the Grantee pursuant to this Contract exceed the amounts permitted by the section C, payment terms and conditions of this Contract, the Grantee shall refund the difference to the GNRC. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The GNRC shall not be responsible for the payment of any invoice submitted to the GNRC after the invoice and disbursement reconciliation report deadlines as provided above. The GNRC will not deem any Grantee costs submitted for reimbursement after the deadlines of the invoice and GNRC disbursement reconciliation report to be allowable and reimbursable by the GNRC, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final invoice and disbursement reconciliation report to the GNRC as required by this Contract shall result in the Grantee being deemed ineligible for reimbursement under this Contract, and the Grantee shall be required to refund any and all payments by the GNRC pursuant to this Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the GNRC a copy of the indirect cost rate approved by the cognizant federal agency, the cognizant state agency, or the GNRC, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency, the cognizant state agency, or the GNRC, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the GNRC, and subject to the availability of funds the GNRC agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the GNRC shall not prejudice the GNRC's right to object to or question any reimbursement, invoice, or related matter. A payment by the GNRC shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the GNRC, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, to constitute unallowable costs.
- C.12. GNRC's Right to Set Off. The GNRC reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Contract or under any other agreement between the Grantee and the GNRC under which the Grantee has a right to receive payment from the GNRC.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the GNRC under this Contract until the GNRC has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the GNRC an "Authorization Agreement for Automatic Deposit Form provided by the GNRC. By doing so, the Grantee acknowledges and agrees that, once this form is received by the GNRC, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the GNRC a W-9 Form provided by the Council. The Grantee taxpayer identification number must be the same as the Federal Employer Identification Number referenced in this Grant Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The GNRC is not bound by this Grant Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and GNRC bylaws
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties to this Grant Contract in accordance with applicable Tennessee laws and regulations, and GNRC bylaws.
- D.3. Termination for Convenience. The GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by the GNRC. The GNRC shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the GNRC be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the GNRC is liable shall be determined by the GNRC. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the GNRC's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Contract, or if the Grantee violates any terms of this Contract, the GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the GNRC's right to terminate this Contract for cause, the Grantee shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the GNRC. If such subcontracts are approved by the GNRC, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the GNRC, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

the respective party as set out below:

The Greater Nashville Regional Council:

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

The Grantee:

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

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

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

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

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

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee and/or GNRC." All notices by the Grantee in relation to this Contract shall be approved by the GNRC.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Commission on Aging and Disability, the GNRC, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Tennessee Commission on Aging and Disability, GNRC, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the GNRC as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the GNRC.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award. The Grantee shall obtain prior approval from the GNRC before purchasing any equipment or motor vehicles under this Contract.
- D.21. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the GNRC beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Grantee will promptly notify the GNRC of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the GNRC within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the GNRC may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Contract or charge the GNRC any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

- D.30. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Prevailing Wage Rates. All contracts for highway construction projects that are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges require compliance with the prevailing wage laws provided in Tenn. Code Ann. §§ 12-4-401--415.
- D.35. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, these items shall govern in order of precedence below:
- a. Any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
 - b. This Grant Contract with attachments.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Disclosure of Personal Identity Information. The Grantee shall report to the GNRC any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the GNRC, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the GNRC under this Contract or otherwise available at law.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the GNRC or acquired by the Grantee on behalf of the GNRC that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the GNRC or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

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

This Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the GNRC as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the GNRC by the end of the month during which this Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the GNRC by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the GNRC may terminate this Contract for cause. The GNRC will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

STEVE ALLEN, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

ANTHONY HOLT, PRESIDENT

DATE

**Senior Center
Scope of Services**

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

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

Senior Center Grocery Delivery Program Scope of Services

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

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

CONTRACT BUDGET

August 1, 2020 THROUGH September 30, 2021

FUNDS AVAILABLE

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

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

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

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

ATTACHMENT 3

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

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

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

1. Definitions:

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

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

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

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

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

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

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

2. Obligations of Business Associate

Business Associate Agrees to:

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

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

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

3. Permitted Uses and Disclosures by Business Associate

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

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

4. Term and Termination

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

5. Obligations of GNRC.

GNRC Agrees to:

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

6. Obligations of Business Associate Upon Termination.

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

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

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

7. Miscellaneous

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

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

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

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

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

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

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

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



EQUAL OPPORTUNITY AGREEMENT

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

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

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

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

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

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

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

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

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

ASHLAND CITY TOWN OF

Name of Corporate Recipient

Attest:

Secretary

By _____
Mayor

RIGHT- OF - WAY CERTIFICATE

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

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

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

By Steve Allen

Attest:

Title Mayor

(Secretary)

(Affix Corporate Seal Here)

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

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

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

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

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

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

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

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

ATTEST:

(SEAL)

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE City Council

OF THE ASHLAND CITY TOWN OF

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

Wastewater Treatment System

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

WHEREAS, it is necessary for the ASHLAND CITY TOWN OF

(Public Body)

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

Sixteen Million Five Hundred Ninety Nine Thousand & 00/100

pursuant to the provisions of Law of Tennessee; and

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

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

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

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

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the ASHLAND CITY TOWN OF

hereby certify that the _____ of such Association is composed of

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

held on the _____ at the foregoing resolution was adopted at such meeting

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

Dated, this _____

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

Title _____

Position 3

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

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

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

The **ASHLAND CITY TOWN OF**

(name of recipient)

101 Court Street Ashland City, TN 37015-

(address)

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

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

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

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

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

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

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

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

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

Period of Obligation

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

Employment Practices

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

Data Collection

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

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

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

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

(SEAL)

Recipient

09/08/2020

Date

Attest:

City Recorder

Title

Steve Allen, Mayor

Title

RESOLUTION 2020-

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

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

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

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

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

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

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO



State of Tennessee

PRIVATE CHAPTER NO. 56

HOUSE BILL NO. 2928

By Representatives Littleton, Moody

Substituted for: Senate Bill No. 2927

By Senator Roberts

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

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

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

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

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

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

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

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

HB 2928

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

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

HOUSE BILL NO. 2928

PASSED: June 17, 2020



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 15th day of JULY 2020



BILL LEE, GOVERNOR

RESOLUTION 2020-

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

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

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

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF ASHLAND CITY, TENNESSEE:

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

Accordingly, the parties agree as follows:

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

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

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

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

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

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

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

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

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

DEPARTMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____