



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

June 07, 2022 6:00 PM

Agenda

Mayor: JT Smith

Vice Mayor:

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) May 03, 2022 Workshop Meeting Minutes

OLD BUSINESS

- [2.](#) TAP Grant Update
3. Court Discussion
4. City Attorney Contract Discussion
- [5.](#) Rural Services Emergency Agreement
- [6.](#) LIHWAP Agreement
- [7.](#) Ordinance: Amend Ordinance #551
- [8.](#) Ordinance: Budget Amendment #9
- [9.](#) Ordinance: Amend Water and Sewer Rates
- [10.](#) Ordinance: Adopting the Annual Budget and Tax Rate for Fiscal Year 2022-2023

NEW BUSINESS

11. Caldwell Park Nature Center
- [12.](#) US Bank Master Agreement
- [13.](#) BCBS HRA Agreement
- [14.](#) Schedule Anywhere Agreement
15. Appoint City Recorder
- [16.](#) Resolution: Appoint City Attorney
- [17.](#) Resolution: Local Governor's Grant
- [18.](#) Resolution: Updating Travel Policy
- [19.](#) Resolution: Use of City Vehicles Policy
- [20.](#) Resolution: Outside Employment Policy
- [21.](#) Resolution: Wage and Salary Policy - Compensatory Time
- [22.](#) Resolution: Updating the Wage and Salary Policy Pay Table
- [23.](#) Resolution: Updating Retirement Policy
- [24.](#) Resolution: Updating Section V Benefits
- [25.](#) Resolution: Delinquent Water Account Write-Offs

[26.](#) Resolution: Check Signers

SURPLUS PROPERTY NOMINATIONS

- 27. JBL Speakers and Soundboard
- 28. Push Lawn Mower Senior Center
- 29. TV Stand Senior Center

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-7553, 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
May 03, 2022 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor JT Smith

Councilman Tim Adkins

Councilman Gerald Greer

Councilman Chris Kerrigan

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, seconded by Vice Mayor Smith, to approve the agenda with any additions and changes. All approved by voice vote.

APPROVAL OF MINUTES

1. April 05, 2022 Workshop Meeting Minutes

A motion was made by Councilman Greer, seconded by Councilman Adkins, to approve the April 05, 2022 Workshop Meeting Minutes. All approved by voice vote.

OLD BUSINESS

2. Court Discussion

Ms. Bowman stated that she received the report from MTAS and sent it to the council to review. Ms. Noe stated that they have all heard the pros and cons and now they have the report. Councilman Adkins asked if anyone had spoke to the County. Ms. Noe stated she had. Ms. Waller stated that she has spoke to the court clerk and the judge and both are concerned with taking on the workload. Councilman Adkins asked when a decision needed to be made. Ms. Noe stated the sooner the better. Ms. Bowman stated that if we do not make a decision it leaves court in limbo. Councilman Thompson stated that the numbers speak for themselves and we are losing money.

3. Ordinance: Amending Hotel/Motel Tax

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING ORDINANCE #529 HOTEL-MOTEL TAX

Ms. Martin stated that this is to increase our Hotel/Motel Tax from the current two and one-half percent (2.5%) to four percent (4%). Councilman Thompson asked if this could be changed again next year. Ms. Noe stated that it could not and that this is the max.

4. Ordinance: Budget Amendment #8 (ADA Improvements)

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

Ms. Bowman stated that this will be the second and final reading. She stated that this is to appropriate funds for the ADA improvements at John's Park.

5. Ordinance: Rezone Request 064-011.01

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 011.01 OF CHEATHAM COUNTY TAX MAP 064, LOCATED ON HIGHWAY 12 SOUTH

Mr. Nicholson stated that this is for second and final reading. He stated that this is to rezone a parcel at Highway 12 and Caldwell Road from R4 PUD to R1.

BUSINESS

6. Flex Time Discussion
Mr. Sampson stated that on March 23, 2022, all department heads received an email from the Mayor stating that flex time will no longer be allowed. Mr. Sampson read the email for the council and stated that some employees work a lot more than forty (40) hours each week. He stated that he worked 184 hours for Summerfest last summer and gave back 153 of those hours. Mayor Allen stated that flex time should only involve start and stop time. He stated that he would speak with MTAS. Councilman Kerrigan stated that we need to come up with a policy on it. Councilman Thompson asked if we could have something ready by the next meeting. Ms. Noe stated probably so and that there is currently no policy.
7. License Plate Detection Agreement
Chief Ray stated that this is an agreement with Flock Safety for license plate detection. Councilman Kerrigan asked if it could read the new plates. Chief Ray stated that it could. He stated that he sent it to Ms. Noe for her review. Ms. Noe stated that the last sentence of section 5.2 and everything but the last sentence of section 5.4 should be deleted. She stated that everything else was good. Councilman Adkins asked where these would be. Chief Ray stated at Walmart.
8. LIHWAP Agreement
Ms. Bowman stated that this is an agreement we have done with Mid Cumberland in the past and they are changing vendors. She stated that this is where we send customers to receive assistance on their water bills when they cannot pay. Ms. Bowman stated that it takes months to receive payment from them once we sign the promise to pay and the customers usually skip out and leave the city with outstanding accounts.
9. Oshkosh Agreement
Chief Walker stated that this is an agreement allowing the company we purchased the new fire engine through to monitor the truck through the internet. He stated that it may help in the long run if something goes wrong.
10. BadgePass
Ms. Martin stated that this is a new badge system that is cloud based. She stated that it would allow us to submit all information online and then a badge would be printed and mailed to us. Ms. Martin stated that new hires would receive a blank badge to use until their personalized badge arrives. She stated that the cost would be \$250.00 for the initial install, \$52.00 a month that could be charged annually, and \$7.00 per badge.
11. Cumberland Securities MA Agreement
Ms. Martin stated that this agreement would allow Cumberland Securities to speak to the City about bonds, notes, or other loans if needed. She stated that there is no fee unless a transaction takes place.
12. City Attorney Contract
Ms. Noe stated that she did not have anything in writing yet, but she will next week. She stated that she currently charges \$200.00/hr and is contemplating \$240.00/hr. Ms. Noe stated that she is on call 24/7 and her rate has not changes since she was first appointed.
13. Resolution: Updating Personnel Policies - Protective Footwear
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION IX, MISCELLANEOUS POLICIES: PROTECTIVE FOOTWEAR OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY Ms. Bowman stated that we are going through policies and getting them updated. She stated that this would change the amount spent on the boots and the amount of boots received per employee.
14. Resolution: Updating Personnel Policies - Dress Code
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION IX, MISCELLANEOUS POLICIES: DRESS CODE OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY Ms. Bowman stated that the policy is out of date and limited. She stated that this was given to the department heads and all gave their suggestions.
15. Resolution: Updating Section III Leave
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION III. LEAVE OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL

GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY Ms. Bowman stated that this would add in-laws and requirements for documentation.

16. Ordinance: Budget Amendment #9

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR Ms. Bowman stated that this was an amendment for the tornado sirens, but we cannot get it done in time. Councilman Thompson asked to proceed and make a deposit on it.

17. Ordinance: Amend Water and Sewer Rates

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT Ms. Bowman stated that she went ahead and drafted an Ordinance in case the Council was sure about the increase. She stated that this would be one time only and then it would be the regular three percent (3%).

18. Ordinance: Amend Ordinance #551

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101 BY ADDING DCA6 RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE BASED ON THE 2015 INTERNATIONAL RESIDENTIAL CODE WITH ADDITIONAL GUIDELINES Mr. Nicholson provided some pictures to the Council and stated that this was brought up at the Planning Commission meeting. He stated that the decks on the new builds are being built poorly. Mr. Nicholson stated that they are asking to adopt the Wood Deck Guide based on the 2015 Industrial Residential Code.

19. Ordinance: Adopting the Annual Budget and Tax Rate for Fiscal Year 2022-2023

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 Ms. Bowman stated that the changes made since the last overview have been added to their books. She stated that the only item she needed a decision on was if they wanted to go with a bridge policy or insurance coverage for retiree's. Councilman Kerrigan stated that he was in favor of the insurance. Councilman Thompson stated that he was in favor of the insurance as well. Ms. Bowman asked if the council would like an ordinance to adopt the budget at next week's meeting and the Council stated they would.

SURPLUS PROPERTY NOMINATIONS

None.

EXPENDITURE REQUESTS

None.

OTHER

20. Resolution: Temporary Pay Increase Interim Parks Director

A RESOLUTION AUTHORIZING A PAY ADJUSTMENT FOR THE INTERIM PARKS AND RECREATION DIRECTOR WHILE THE TOWN OF ASHLAND CITY SEARCHES FOR A CANDIDATE FOR THIS POSITION Ms. Martin stated that this was a five percent (5%) increase for Mr. Anthony Clark who was appointed interim parks and recreation director.

ADJOURNMENT

A motion was made by Councilman Smith, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:05 p.m.

MAYOR STEVE ALLEN

CITY RECORDER ALICIA MARTIN, CMFO

TAP Grant NEPA update

As of May 16, 2022

- June 2022 – Submit NEPA document to TDOT Local Programs for review.
- August 2022 – Submit NEPA document to FHWA for review.
- September-October 2022 – Anticipated NEPA approval assuming no major issues arise during TDOT and FHWA review.

NEPA-National Environmental Policy Act

TDOT-Tennessee Department of Transportation

FHWA-Federal Highway Administration

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT made and entered into as of the 1st day of July 2022 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Ashland City, a municipal corporation (hereinafter referred to as "City") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with City to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit B – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, City has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The City will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The City will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the City's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2022 and shall end on June 30, 2023.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A primary service fee as set forth in Exhibit A, shall be paid annually by the County to the City to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition to the primary service fee, City will accept a supplemental service fee as set forth in Exhibit A, paid by the County from the Pleasant View Rural Fire District tax fund, to ensure response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cunniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the City for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit A, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.

6. In addition to the fees set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$27,500.00
b. Henrietta Fire District (paid to PVVFD)	\$27,500.00
c. Kingston Springs Fire Department	\$27,500.00
d. Pegram Fire Department	\$27,500.00
e. Pleasant View Fire Department	\$27,500.00
f. Two Rivers Fire District (paid to ACFD)	\$27,500.00
g. Harpeth Ridge Fire Department	\$5,000.00
h. Fire Association	\$30,000.00
TOTAL	\$200,000.00

7. It is expressly understood that the City has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the City's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the City, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the City or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.

8. The City shall endeavor to obtain and maintain a Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") of 4/4y or lower within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the City.

9. The County will make no claim against the City for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the

officers, agents, employees, or volunteers of the City or its fire department.

10. The City will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from City's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the City will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The City releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The City shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the City may have under TGTLA or other applicable law.

11. The City shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the City.

12. The City will not charge or solicit any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District (does not include fund raising and/or charitable contributions).

13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The City acknowledges that it has received and is in the possession of said plan.

14. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.

15. The City shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.

16. The City shall comply with all State of Tennessee training laws pertaining to fire departments.

17. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the City to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.

18. The City shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

19. Notwithstanding that this contract is for a term of one (1) year, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent

to the Office of the County Mayor.

20. At the end of the original one (1) year term of this contract, if no changes have been made to this contract, the County Mayor and City may renew this contract for an additional one (1) year term provided, however, the parties will negotiate any increase of the primary service fee and supplemental fee paid to the City.

21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the City Mayor/City Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

Town of Ashland City

Cheatham County

BY: _____
Steve Allen, City Mayor

BY: _____
Kerry McCarver, County Mayor

Exhibit A

ASHLAND CITY FIRE DEPARTMENT

1. Annual Primary Service Fee from County to Ashland City for Fire & Rescue Service within the Ashland City Rural Fire District

July 1, 2021 – June 30, 2022 \$ 181,475.41

The above represents a 2% Annual Increase

2. Annual Distribution from the County Fire Chief to Ashland City (includes share from Two Rivers District)

July 1, 2021 – June 30, 2022 \$ 55,000.00

3. Annual Supplemental Service Fee to Ashland City for Fire & Rescue Service within the Pleasant View Rural Fire District

July 1, 2021 – June 30, 2022 \$ 39,746.91

The above represents a 2% Annual Increase

4. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

5. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit B
Map of Fire Department Service Areas

**VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT
FOR PARTICIPATION IN
LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) BETWEEN**

(Printed Name of Water Vendor/Supplier or Public Housing Authority (“Vendor”))

AND

(Printed Name of Local LIHWAP Agency (“LIHWAP Agency”))

THIS AGREEMENT is by and between Vendor and LIHWAP Agency for the provision of water and/or wastewater assistance to low-income households. In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Vendor type.

- Independent**
- Municipality**
- Cooperative**
- Public Housing Authority**
- Other:** _____

B. Vendor agrees to the following conditions and terms:

- 1.** To participate in the Low Income Household Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
- 2.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services.
- 3.** To apply benefit check or voucher amounts to the water related accounts of eligible and certified households.
- 4.** To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household.

Revised 11/1/2021

5. To record the LIHWAP payments in Vendor's books as a credit to the LIHWAP households' current active water account.
6. To refund, upon receipt, any LIHWAP credit balances to the LIHWAP Agency who made the payment on behalf of the household.
7. To provide, at no cost, a household's water consumption history for the previous twelve (12) months, or available history.
8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
9. To permit and cooperate with State and/or Federal investigations undertaken in connection with the American Rescue Plan Act of 2021 SEC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHWAP Agency.

C. The LIHWAP Agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHWAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
2. To provide guidance to Vendor during the implementation and operation of the LIHWAP Program.
3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the LIHWAP Agency for eligible households according to LIHWAP guidelines.

D. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment

Revised 11/1/2021

practices of Vendor or LIHWAP Agency. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Either party may terminate this agreement by giving a written fifteen (15) day notice.
3. LIHWAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is _____, and the ending date shall be _____.
5. The execution of this Agreement by Vendor to participate in LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.
6. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

(1) Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

[SIGNATURE PAGES TO FOLLOW]

VENDOR:

PRINTED NAME OF VENDOR

SIGNATURE OF DIRECTOR/BUSINESS MANAGER

DATE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

DUNS Number (If Applicable)

LIHWAP AGENCY:

PRINTED NAME OF LIHWAP AGENCY

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

Revised 11/1/2021

ORDINANCE #

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101 BY ADDING DCA6 RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE BASED ON THE 2015 INTERNATIONAL RESIDENTIAL CODE WITH ADDITIONAL GUIDELINES

WHEREAS, the Mayor and City Council, after review of older ordinances that have been in effect in the City, have determined that some Ordinances need to be updated to be current with the needs of the City.

WHEREAS, the Planning Commission has recommended the following deck guideline changes.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 12, Chapter 1, Section 12-101 be amended to add the items in red below:

12-101. Standard Codes Adopted It is the desire of the Town of Ashland City to adopt, in all respects, the various standard codes relating to building, fire prevention, gas, housing, mechanical, plumbing, and swimming pools and the adoption of these codes is done to facilitate proper inspection activities by Ashland City relating to construction and to maintenance of buildings within said Ashland City and relating to public safety, health and general welfare.

The following codes are hereby adopted by reference as though they were copied herein fully:

2018 International Building Code
2018 International Residential Code adding appendix G & J
2018 Fuel Gas Code
2018 International Mechanical Code
2018 International Plumbing Code
2018 International Property Maintenance Code
2018 International Fire Code adding appendix B, C, D, H, I, J
2018 International Existing Building Code
2018 Wildland Urban Interface Code
2018 NFPA Life Safety Code
2018 International Zoning Code
Accessibility Code ICC/A117.1-2009
2018 Energy Code with 2009 Energy Code Tables
2018 NFPA 101 Life Safety Code
DCA6 Residential Wood Deck Construction Guide

The following guidelines will be attached to the DCA6 Deck Guide are hereby adopted as follows:

- (1) No “free-standing” decks over six (6’) feet tall (measured from bottom of deck joist to finish grade)
- (2) Any “non-ledger” deck under six (6’) foot tall (measured from bottom of deck joist to finish grade) must be designed by registered engineer/architect

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

1st reading _____

Public hearing _____

2nd reading _____

Mayor Jeffrey Smith

City Recorder Alicia Martin CMFO

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$150,000 to the General Fund for the purchase of Tornado Sirens.

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>
Finance Department	\$6,202,295.00	\$6,352,295.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed, and established as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

- (1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER RATES		SEWER RATES
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$13.29	\$24.94	\$13.29
ALL RATES ARE PER 1,000 GALLONS			
First gallon used to last gallon	\$8.75	\$9.48	\$8.75

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Landlord Rental Property Fee (1 month allowance)	\$0 reconnection fee; pays billing and usage only
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

BE IT FURTHER ORDAINED, that these rates shall take effect July 1, 2022 after its final passage, the public welfare requiring it.

1st reading _____

Public hearing _____

2nd reading _____

Jeffrey Smith, Mayor

Alicia Martin, CMFO/City Recorder

ORDINANCE No. _____

**AN ORDINANCE OF THE
TOWN OF ASHLAND CITY, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ASHLAND CITY, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2023, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		Budget FY 2023
	Actual FY 2021	Actual FY 2022	
Revenues			
Local Taxes	\$ 5,528,059	\$ 5,976,868	\$ 5,324,785
Licenses And Permits	140,217	158,300	109,000
Intergovernmental	2,225,085	905,732	4,387,145
Charges For Services	9,463	295,422	63,350
Fines And Forfeitures	344,199	341,500	362,500
Other	720,102	400,000	350,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	896,500	467,727	-
Sale of Capital Assets	-	-	-
Transfers In - from other funds	-	-	-
Transfers In - from other funds (PILOT)	-	-	-
Total Revenues and Other Financing Sources	\$ 9,863,625	\$ 8,545,549	\$ 10,596,780
Appropriations			
Expenditures			
Finance Department	\$ 1,891,126	\$ 515,694	\$ 1,152,016
City Court Department	\$ 270,211	\$ 273,412	\$ 344,257
Public Safety	3,047,261	4,068,309	5,214,865
Senior Center Department	278,999	283,392	470,245
Streets Department	588,833	869,000	853,440
Technology Department	149,110	202,500	373,600
Parks Department	332,134	510,800	1,606,806
Capital outlay	2,011,200		
Debt Service - Principal and Interest	-	-	-
[insert additional organizational unit]	-	-	-
[insert additional organizational unit]	-	-	-
Other Financing Uses			
Transfers Out - to other funds	-	-	-
Total Appropriations	\$ 8,568,874	\$ 6,723,107	\$ 10,015,229
Change in Fund Balance (Revenues - Appropriations)	1,294,751	1,822,442	581,551
Beginning Fund Balance July 1	7,214,810	8,509,561	10,332,003
Ending Fund Balance June 30	\$ 8,509,561	\$ 10,332,003	\$ 10,913,554
Ending Fund Balance as a % of Total Appropriations	99.3%	153.7%	109.0%

STATE STREET AID FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
State Gas and Motor Fuel Taxes	\$ 182,650	\$ 150,656	\$ 200,000
Gas Tax Increase	-	-	-
Miscellaneous	135	392	100
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 182,785	\$ 151,048	\$ 200,100
Appropriations			
Public Works Department	\$ 257,806	\$ 3	\$ 200,000
Debt Service - Principal and Interest	-	-	-
Total Appropriations	\$ 257,806	\$ 3	\$ 200,000
Change in Fund Balance (Revenues - Appropriations)	(75,021)	151,045	100
Beginning Fund Balance July 1	589,640	514,619	665,664
Ending Fund Balance June 30	\$ 514,619	\$ 665,664	\$ 665,764
Ending Fund Balance as a % of Total Appropriations	199.6%	22188800.0%	332.9%

DRUG FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Fines And Forfeitures	\$ 9,161	\$ 9,800	\$ 2,502
Other	5	2	-
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 9,166	\$ 9,802	\$ 2,502
Appropriations			
Public Safety	\$ 940	\$ 1,035	\$ 1,000
Debt Service	-	-	-
Total Appropriations	\$ 940	\$ 1,035	\$ 1,000
Change in Fund Balance (Revenues - Appropriations)	8,226	8,767	1,502
Beginning Fund Balance July 1	58,119	66,345	75,112
Ending Fund Balance June 30	\$ 66,345	\$ 75,112	\$ 76,614
Ending Fund Balance as a % of Appropriations	7058.0%	7257.2%	7661.4%

WATER and SEWER FUND	Estimated		Budget FY 2023
	Actual FY 2021	Actual FY 2022	
Operating Revenues			
Water Sales	\$ 1,835,629	\$ 1,912,368	\$ 2,100,000
Sewer Fees	1,226,035	1,291,888	1,480,000
Tap Fees	44,264	93,000	100,000
Connection Fees	136,576	25,140	22,000
Miscellaneous Other Fees	-	175,327	18,590,312
Total Operating Revenues	\$ 3,242,504	\$ 3,497,723	\$ 22,292,312
Operating Expenses			
Administrative	\$ 1,160,191	\$ 996,107	\$ 1,257,376
Water & Sewer Department	826,453	1,316,197	1,269,005
Other	-	-	17,234,000
Depreciation	541,381	500,000	550,000
Total Operating Expenses	\$ 2,528,025	\$ 2,812,304	\$ 20,310,381
Operating Income (Loss)	\$ 714,479	\$ 685,419	\$ 1,981,931
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ 2,899	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(62,159)	(57,108)	(57,188)
Other Expense	(34,639)	(100,000)	(100,000)
Total Nonoperating Revenue (Expenses)	\$ (93,899)	\$ (157,108)	\$ (157,188)
Income (Loss) Before Capital Contributions and Transfers	\$ 620,580	\$ 528,311	\$ 1,824,743
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 718,048	\$ -	\$ -
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)	-	-	-
Total Capital Contributions and Transfers	\$ 718,048	\$ -	\$ -
Change in Net Position	\$ 1,338,628	\$ 528,311	\$ 1,824,743
Beginning Net Position July 1	16,094,141	17,432,769	17,961,080
Ending Net Position June 30	\$ 17,432,769	\$ 17,961,080	\$ 19,785,823

CAPITAL PROJECTS FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Senior Center Building Fund	\$ -	\$ -	\$ 5,000
City Hall Project	-	-	5,300,000
Fire Hall Project	-	-	6,900,000
Transfers In - from other funds	-	-	-
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ -	\$ -	\$ 12,205,000
Appropriations			
City Hall Project	\$ -	\$ -	\$ 5,300,000
Fire Hall Project	-	-	6,900,000
Total Appropriations	\$ -	\$ -	\$ 12,200,000
Change in Fund Balance (Revenues - Appropriations)	-	-	5,000
Beginning Fund Balance July 1	-	-	-
Ending Fund Balance June 30	\$ -	\$ -	\$ 5,000
Ending Fund Balance as a % of Total Appropriations	#DIV/0!	#DIV/0!	0.0%

SECTION 2: At the end of the fiscal year 2022, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2022
General Fund	\$ 10,332,003
State Street Street Aid Fund	665,664
Capital Improvement Projects	-
Drug Fund	75,112
Water & Sewer Fund	17,961,080

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2022	FY2023 Principal Payment	FY2023 Interest Payment
Bonds -				
USDA RUS Loan - Fire Truck 2020 2.125%	\$ -	\$ 814,637.00	\$ 53,134.00	\$ 16,790.00
Water and Sewer Revenue and Tax Bonds Series 2012A .55-3.5%		\$ 1,860,000.00	\$100,000.00	\$57,188.00
Interim Loan Financing for the USDA Loan Projects				
Fire Hall - Public Building Authority of Clarksville Bond Series 2022 1.2%	\$ 5,293,515.00	\$ 266,485.00		\$ 100,000.00
City Hall - Public Building Authority of Clarksville Bond Series 2022 1.2%	\$ 5,105,383.00	\$ 194,617.00		\$ 100,000.00
Sewer Treatment Plant - Bond Series 2021 1.690%	\$ 15,948,957.00	\$ 650,043.00		\$ 100,000.00
Loan Agreements				
USDA Sewer Treatment Plant	\$16,599,000.00			
USDA City Hall	\$5,300,000.00			
USDA Fire Hall	\$5,560,000.00			

SECTION 4: During the coming fiscal year (2023) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction of New City Hall Building	\$ 5,300,000.00	\$ -	\$ 5,300,000.00
Construction of New Fire Station I	\$ 6,900,000.00	\$ 750,000.00	\$ 6,150,000.00
Construction of Sewer Treatment Plant Building	\$ 16,599,000.00	\$ -	\$ 16,599,000.00
Purchase of Police Vehicles & Equipment	\$ 104,000.00	\$ 104,000.00	\$ -
New Roof over Public Works & Police	\$ 142,000.00	\$ 142,000.00	\$ -
Fire Station 2 Playground Concrete	\$ 20,000.00	\$ 20,000.00	\$ -
Caldwell to Dyer Water Line	\$ 100,000.00	\$ 100,000.00	\$ -
Caldwell Tank	\$ 150,000.00	\$ 150,000.00	\$ -
Paving Streets	\$ 200,000.00	\$ 200,000.00	\$ -
Utility Truck	\$ 59,000.00	\$ 59,000.00	\$ -
Christmas Lights over Streets	\$ 25,000.00	\$ 25,000.00	\$ -
Automated Generator Switch	\$ 10,000.00	\$ 10,000.00	\$ -
Pave Caldwell Park Parking Lot	\$ 20,000.00	\$ 20,000.00	\$ -
Dog Park Drinking Fountain Equipment	\$ 5,000.00	\$ 5,000.00	\$ -
Ranger Truck	\$ 28,500.00	\$ 28,500.00	\$ -
Fire Ladder Truck Items	\$ 35,000.00	\$ 35,000.00	\$ -
Utility items for Training Grounds Building	\$ 30,000.00	\$ 30,000.00	\$ -
Expedition	\$ 42,002.00	\$ 42,002.00	\$ -
Tornado Sirens	\$ 150,000.00	\$ 150,000.00	\$ -
Fire Ladder Truck Hose	\$ 7,500.00	\$ 7,500.00	\$ -
Scott Air Bottles	\$ 10,000.00	\$ 10,000.00	\$ -
Items for Training Grounds Building	\$ 3,000.00	\$ 3,000.00	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Senior Center Building Fund	\$ 25,000.00	\$ 25,000.00	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: The Financial Director is hereby granted the authority to transfer monies from one appropriation to another in the same fund, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.58 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2022, the public welfare requiring it.

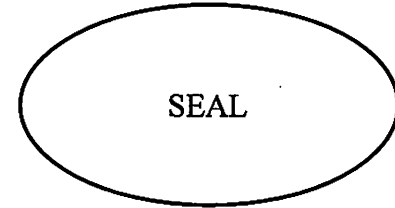
Passed 1st Reading: _____

Passed 2nd Reading: _____

Mayor

ATTESTED:

City Clerk





Town of Ashland City, TN

Budget Worksheet

Account Summary

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	Defined Budgets
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023 2022-2023
Fund: 110 - GENERAL FUND								
Revenue								
110-31100	PROPERTY TAXES (CURRENT)	880,000.00	920,237.14	857,000.00	942,831.70	897,000.00	985,068.22	991,800.00
110-31211	PROPERTY TAX DELINQUENT -	0.00	821.00	0.00	51.09	800.00	244.00	436.00
110-31219	PROPERTY TAX DELINQUENT -	0.00	968.00	0.00	408.00	800.00	330.00	688.00
110-31300	INT, PENALTY, AND COURT COS	0.00	4,593.85	0.00	6,104.13	3,000.00	5,699.57	4,361.00
110-31610	LOCAL SALES TAX - CO. TRUSTE	1,900,000.00	2,388,601.16	1,800,000.00	2,607,439.44	2,000,000.00	2,782,530.30	2,500,000.00
110-31611	LOCAL SALES TAX - REFERENDU	813,670.00	1,069,300.13	800,000.00	1,390,438.26	900,000.00	997,379.70	1,250,000.00
110-31710	WHOLESALE BEER TAX	198,000.00	226,006.06	200,000.00	221,345.79	225,000.00	196,053.59	225,000.00
110-31720	WHOLESALE LIQUOR TAX	52,000.00	80,639.26	55,000.00	121,893.38	75,000.00	90,246.33	105,000.00
110-31800	BUSINESS TAXES	85,000.00	153,771.62	85,000.00	182,142.14	100,000.00	51,287.19	125,000.00
110-31911	NATURAL GAS FRANCHISE TAX	50,000.00	0.00	50,000.00	65,385.50	60,000.00	74,075.47	70,000.00
110-31912	CABLE TV FRANCHISE TAX	40,000.00	51,572.05	35,000.00	48,772.57	40,000.00	38,608.27	40,000.00
110-31920	HOTEL/MOTEL TAX	0.00	5,009.13	4,000.00	8,555.26	6,000.00	13,369.67	12,500.00
110-32000	LICENSES AND PERMITS	500.00	7,150.00	500.00	7,025.00	1,000.00	3,000.00	7,000.00
110-32210	BEER LICENSES	1,500.00	3,523.70	1,500.00	4,072.04	2,000.00	2,277.93	2,000.00
110-32610	BUILDING PERMITS/INSPECTIO	50,000.00	89,661.51	50,000.00	129,120.10	55,000.00	138,409.14	100,000.00
110-33100	FEDERAL GRANTS	0.00	0.00	0.00	0.00	1,506,800.00	1,204.14	587,620.00
110-33101	FEDERAL GRANTS - FISCAL REC	0.00	0.00	0.00	0.00	0.00	0.00	707,248.26
110-33190	SAFETY PARTNERS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
110-33193	FEDERAL GRANT NO.-3 gnrc	0.00	20,392.00	0.00	14,483.00	23,750.00	18,540.00	27,300.00
110-33195	AFG GRANT FD SCBA(BREATHI	0.00	0.00	0.00	0.00	193,910.00	146,904.76	126,667.00
110-33196	FEMA CODES ENFORCEMENT -	0.00	0.00	0.00	0.00	205,070.00	0.00	
110-33400	STATE GRANTS	0.00	3,136.00	133,611.00	133,612.00	67,155.00	67,155.00	
110-33401	STATE GRANTS ANTICIPATED	0.00	0.00	0.00	0.00	948,060.00	0.00	10,000.00
110-33430	SAFER GRANT FEMA - FD	0.00	0.00	42,800.00	14,830.00	42,800.00	55,875.00	146,460.00
110-33487	CUMBERLAND RIVER BICENTE	0.00	0.00	0.00	0.00	138,480.00	0.00	2,023,102.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
110-33490	SR CIT CTR-GNRD STATE GRAN	0.00	9,413.00	0.00	16,640.00	36,300.00	9,414.00	12,500.00	
110-33491	GNRC CHOICE FOOD PROGRA	0.00	0.00	0.00	21,625.00	4,800.00	37,425.00	43,500.00	
110-33510	STATE SALES TAX	465,100.00	476,115.02	482,098.50	638,953.11	533,100.00	380,468.44	576,423.00	
110-33520	STATE INCOME TAX	28,000.00	9,990.70	10,000.00	50,362.30	15,000.00	0.00	15,000.00	
110-33521	TELECOM SALES CITY	350.00	1,761.96	350.00	2,393.92	1,000.00	1,269.61	1,500.00	
110-33530	STATE BEER TAX	2,600.00	2,448.02	2,613.00	2,474.13	2,700.00	2,372.07	2,450.00	
110-33540	STATE ALCOHOLIC BEVERAGE T	10,400.00	17,050.95	14,000.00	23,419.14	15,000.00	16,835.13	20,000.00	
110-33552	STATE-CITY STREETS AND TRAN	9,100.00	10,375.34	8,500.00	12,104.41	10,500.00	6,417.99	9,525.00	
110-33591	GROSS RECEIPTS - TVA	61,500.00	64,276.80	62,712.00	59,736.24	62,800.00	40,438.11	54,550.00	
110-33593	CORPORATE EXCISE TAX	2,000.00	18,791.65	10,000.00	11,391.42	10,000.00	13,508.37	13,500.00	
110-33595	SPORTS BETTING REVENUE	0.00	0.00	0.00	1,931.10	5,300.00	3,429.74	7,800.00	
110-33701	AO SMITH PROJECT REIMBURS	0.00	19,350.00	161,005.00	0.00	0.00	0.00		
110-34210	SPECIAL POLICE SERVICE	0.00	1,200.00	0.00	7,276.28	1,000.00	19,752.35	15,000.00	
110-34240	ACCIDENT REPORT CHARGES	500.00	349.23	250.00	0.60	0.00	235.80	200.00	
110-34780	MUSIC ON MAIN	0.00	6,165.00	3,000.00	170.00	5,000.00	3,660.00	5,000.00	
110-34790	PARKS ADVISORY BOARD	0.00	200.00	0.00	1,500.00	2,000.00	0.00	2,000.00	
110-34902	ELECTRONIC CITATIONS	2,000.00	1,428.84	1,500.00	6,892.15	2,000.00	2,835.00	2,500.00	
110-34911	TRAFFIC SCHOOL FEES	15,000.00	14,650.00	10,000.00	12,500.00	10,000.00	14,350.00	10,000.00	
110-35110	CITY COURT FINES AND COSTS	375,000.00	423,277.74	350,000.00	331,698.98	300,000.00	132,231.08	350,000.00	
110-36000	OTHER REVENUES	20,000.00	136,727.78	20,000.00	235,491.30	50,000.00	218,361.93	50,000.00	
110-36100	INTEREST EARNINGS	25,000.00	81,524.54	50,000.00	8,587.63	50,000.00	6,448.65	10,000.00	
110-36212	Senior Center Revenues	0.00	500.00	0.00	0.00	0.00	10,969.51	10,000.00	
110-36350	INSURANCE RECOVERIES	0.00	4,150.00	0.00	55,687.76	0.00	6,445.00		
110-36400	SUMMERFEST	20,000.00	730.00	20,000.00	18,180.27	20,000.00	1,320.00	18,000.00	
110-36420	PARK REVENUE	1,500.00	1,560.00	1,500.00	1,900.00	1,000.00	3,435.00	2,500.00	
110-36425	FARMERS MARKET	0.00	630.00	0.00	670.00	1,000.00	350.00	650.00	
110-36460	OTHER	0.00	-4,126.76	0.00	0.00	0.00	0.00		
110-36600	CREDIT CARD FEES	3,000.00	-829.90	0.00	-426.11	0.00	113.84		
110-36710	CONTRI AND DONATIONS FIRE	259,000.00	267,631.99	360,000.00	354,890.15	364,200.00	362,477.32	300,000.00	
110-36733	DONATIONS FOR ACPD	0.00	0.00	0.00	0.00	2,000.00	0.00		
110-36900	OTHER REVENUE SOURCE	0.00	0.00	11,000,000.00	896,500.00	10,000,000.00	467,726.75		

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

[110-37940](#)

	2019-2020 Total Budget	2019-2020 Total Activity	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2022-2023 2022-2023
TRANSFER TO STREET AID	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue Total:	5,370,720.00	6,590,724.51	16,681,939.50	8,671,059.18	18,996,325.00	7,430,548.97	10,596,780.26

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Expense								
Department: 41210 - CITY COURT								
110-41210-110	SALARIES	178,500.00	171,906.39	180,675.00	180,675.00	202,950.00	160,782.97	206,575.00
110-41210-112	SALARIES-OVERTIME	1,200.00	0.00	1,200.00	1,200.00	1,200.00	1.46	1,200.00
110-41210-132	BONUS PAY	5,100.00	5,050.00	5,600.00	5,600.00	4,175.00	4,170.00	1,527.00
110-41210-141	OASI (EMPLOYER'S SHARE)	15,000.00	12,633.33	15,000.00	14,145.88	16,675.00	12,689.81	16,850.00
110-41210-142	HOSPITAL AND HEALTH INSURA	8,500.00	7,941.64	25,500.00	23,062.59	26,100.00	8,882.62	26,100.00
110-41210-143	RETIREMENT - CURRENT	9,500.00	8,593.29	12,200.00	9,640.30	10,525.00	8,318.33	10,600.00
110-41210-146	WORKMEN'S COMPENSATION	350.00	228.77	1,300.00	332.85	400.00	49.33	250.00
110-41210-148	EDUCATION AND TRAINING	2,500.00	359.11	500.00	298.00	2,500.00	844.00	2,500.00
110-41210-211	POSTAGE	0.00	0.00	0.00	0.00	1,000.00	997.39	2,500.00
110-41210-241	ELECTRICITY	0.00	0.00	0.00	0.00	1,500.00	1,480.14	2,325.00
110-41210-242	WATER	0.00	0.00	0.00	0.00	500.00	206.75	500.00
110-41210-244	UTILITY - GAS	0.00	0.00	0.00	0.00	700.00	424.46	725.00
110-41210-245	TELEPHONE	4,000.00	3,871.48	4,000.00	3,999.46	3,700.00	2,942.54	4,600.00
110-41210-248	INTERNET & CABLE	0.00	0.00	0.00	0.00	600.00	425.43	1,125.00
110-41210-259	OTHER PROFESSIONAL SERVICE	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	2,250.00	3,000.00
110-41210-260	REPAIR & MAINTENANCE BUIL	0.00	0.00	0.00	0.00	900.00	-670.28	2,000.00
110-41210-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	1,320.00	976.23	1,450.00
110-41210-299	OTHER EXPENSES	400.00	183.79	500.00	339.62	500.00	335.23	500.00
110-41210-310	OFFICE SUPPLIES	2,500.00	2,244.20	2,000.00	1,757.67	2,500.00	2,350.66	2,500.00
110-41210-328	TRAFFIC SCHOOL MATERIALS	7,500.00	5,158.70	5,000.00	2,255.73	5,000.00	2,005.46	5,000.00
110-41210-331	Gas, Diesel (Fuel Only)	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
110-41210-510	PROPERTY & LIABILITY INSURA	3,000.00	2,080.07	3,500.00	3,500.00	3,000.00	2,999.57	4,200.00
110-41210-794	PROBATION PAY SUPPLEMENT	31,500.00	22,652.65	32,500.00	29,192.16	33,475.00	18,035.48	34,480.00
110-41210-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	25,200.00	1,500.00	10,000.00
110-41210-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	2,000.00	1,241.11	1,750.00
Department: 41210 - CITY COURT Total:		272,550.00	245,903.42	292,475.00	278,999.26	349,420.00	233,238.69	344,257.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Department: 41510 - FINANCE									
110-41510-110	SALARIES	327,000.00	362,501.30	350,050.00	311,286.69	451,800.00	251,927.89	482,650.00	
110-41510-112	SALARIES-OVERTIME	1,500.00	866.60	1,500.00	1,379.60	5,000.00	1,377.49	5,000.00	
110-41510-132	BONUS PAY	4,100.00	3,400.00	3,800.00	3,800.00	3,025.00	1,410.00	1,941.00	
110-41510-141	OASI (EMPLOYER'S SHARE)	26,500.00	22,014.22	28,450.00	27,952.44	36,800.00	20,135.63	38,900.00	
110-41510-142	HOSPITAL AND HEALTH INSURA	38,000.00	26,360.48	42,500.00	28,524.73	57,900.00	26,571.34	57,900.00	
110-41510-143	RETIREMENT - CURRENT	18,700.00	16,110.94	43,846.08	40,374.16	24,600.00	14,136.32	27,275.00	
110-41510-146	WORKMEN'S COMPENSATION	1,500.00	1,497.92	3,000.00	1,990.84	2,000.00	783.36	2,400.00	
110-41510-148	EDUCATION AND TRAINING	10,000.00	5,540.83	10,000.00	5,256.01	10,000.00	6,845.00	12,000.00	
110-41510-211	POSTAGE	5,000.00	2,494.15	5,000.00	4,742.50	2,000.00	-4,162.93	10,000.00	
110-41510-212	FREIGHT & SHIPPING	300.00	34.09	300.00	244.49	300.00	253.74	300.00	
110-41510-230	PUBLICITY, SUBSCRIPTIONS, AN	5,000.00	5,000.00	17,000.00	14,612.01	5,000.00	4,496.02	15,000.00	
110-41510-235	MAYOR PUBLIC RELATIONS	20,000.00	9,818.99	25,000.00	24,977.17	15,000.00	9,600.15	15,000.00	
110-41510-236	PUBLIC RELATIONS - WELCOME	4,000.00	4,000.00	0.00	0.00	2,000.00	2,000.00	2,000.00	
110-41510-241	ELECTRIC	15,500.00	11,260.79	15,500.00	15,473.83	1,500.00	1,230.12	2,350.00	
110-41510-242	WATER	2,500.00	1,987.23	2,500.00	2,498.19	500.00	224.12	325.00	
110-41510-244	UTILITY - GAS	2,500.00	2,043.81	2,500.00	2,199.58	700.00	424.47	900.00	
110-41510-245	TELEPHONE	10,500.00	5,419.61	10,000.00	9,902.20	5,600.00	4,636.10	7,175.00	
110-41510-248	INTERNET AND CABLE	0.00	0.00	0.00	-87.82	600.00	449.52	1,350.00	
110-41510-252	LEGAL SERVICES	65,000.00	43,030.00	65,000.00	65,000.00	65,000.00	19,780.00	78,000.00	
110-41510-254	ENGINEER EXP	22,500.00	22,500.00	20,000.00	17,171.25	0.00	0.00		
110-41510-256	CONSULTANT'S SERVICES	20,000.00	17,129.43	5,000.00	5,000.00	0.00	0.00		
110-41510-258	ACCOUNTING SERVICE	14,000.00	12,665.00	20,000.00	20,000.00	30,000.00	12,625.00	20,000.00	
110-41510-260	REPAIR AND MAINTENANC-BL	20,000.00	9,400.78	18,450.00	11,108.27	900.00	270.40	500.00	
110-41510-269	ADA TRANSITIONAL PLAN - REP	0.00	0.00	50,475.00	5,713.63	25,000.00	10,552.50	40,000.00	
110-41510-289	OTHER TRAVEL	3,000.00	1,369.11	2,000.00	1,982.09	3,000.00	245.58	5,000.00	
110-41510-295	Dumpster Service	0.00	0.00	0.00	0.00	1,320.00	760.54	1,550.00	
110-41510-298	ELECTION EXPENSE	2,500.00	2,500.00	0.00	0.00	7,000.00	6,126.31	2,500.00	
110-41510-299	OTHER EXPENSES	15,000.00	14,662.33	30,333.33	17,392.31	15,000.00	2,489.37	17,500.00	
110-41510-310	OFFICE SUPPLIES	13,000.00	9,173.77	13,000.00	6,507.03	10,000.00	6,124.27	10,000.00	
110-41510-331	GAS, DIESEL (FUEL ONLY)	700.00	468.88	500.00	112.98	500.00	390.99	2,000.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-41510-510	PROPERTY & LIABILITY INSURA	10,000.00	10,000.00	10,000.00	10,000.00	5,000.00	4,999.17	7,700.00
110-41510-631	INTEREST ON BONDED DEBT	0.00	0.00	237,500.00	0.00	200,000.00	0.00	
110-41510-640	Interest on Construction Loan	0.00	0.00	0.00	0.00	100,000.00	0.00	100,000.00
110-41510-717	MATCH FOR FRIENDS OF LIBRA	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
110-41510-721	CONTRIBUTION LIBRARY	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
110-41510-727	CONTRIBUTION-CHAMBER OF	750.00	750.00	750.00	600.00	750.00	0.00	600.00
110-41510-736	Veterans Memorial Park	0.00	0.00	26,750.00	25,000.00	0.00	0.00	
110-41510-737	Parks Advisory Board	17,500.00	14,926.03	5,000.00	4,706.00	0.00	0.00	
110-41510-740	Master Gardeners Beautificatio	2,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	
110-41510-754	Home Grant	0.00	0.00	500,000.00	0.00	0.00	0.00	
110-41510-795	CHEATHAM COUNTY PORT AU	500.00	0.00	500.00	500.00	500.00	0.00	
110-41510-900	CAPITAL OUTLAY	628,500.00	624,232.00	5,002,666.67	188,607.37	5,015,000.00	16,070.00	162,000.00
110-41510-925	SPECIAL PROJECTS	16,000.00	15,047.36	0.00	0.00	0.00	0.00	
110-41510-941	SURPLUS	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
110-41510-944	LEASE OR PURCHASE	6,000.00	5,072.04	6,000.00	5,305.63	2,000.00	747.16	2,200.00
Department: 41510 - FINANCE Total:		1,375,050.00	1,310,777.69	6,597,371.08	902,333.18	6,125,295.00	443,519.63	1,152,016.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Department: 41640 - TECHNOLOGY									
110-41640-110	Salaries	48,000.00	41,586.80	62,400.00	53,651.14	63,600.00	45,766.51	69,675.00	
110-41640-112	Overtime	2,000.00	464.52	2,000.00	667.50	2,500.00	851.48	2,500.00	
110-41640-141	OASI	4,000.00	2,993.58	5,125.00	3,967.84	5,300.00	3,653.62	5,775.00	
110-41640-142	Hospital Insurance	3,250.00	1,172.19	8,500.00	6,394.97	8,500.00	5,449.77	8,500.00	
110-41640-143	Retirement	7,600.00	2,414.17	4,200.00	3,418.85	4,300.00	3,142.06	4,700.00	
110-41640-146	Worker's Compensation	150.00	0.00	1,200.00	58.79	100.00	17.65	100.00	
110-41640-148	EDUCATION AND TRAINING	0.00	0.00	3,000.00	209.00	3,000.00	60.00	5,000.00	
110-41640-230	Publicity, Subscriptions, and Du	98,200.00	67,193.75	98,500.00	65,820.62	99,000.00	87,647.32	110,000.00	
110-41640-245	TELEPHONE	500.00	478.84	1,200.00	816.92	900.00	548.73	900.00	
110-41640-256	Consultant's Services	10,000.00	9,770.00	15,000.00	9,271.75	32,000.00	24,634.50	15,000.00	
110-41640-289	OTHER TRAVEL	0.00	0.00	2,000.00	0.00	2,000.00	0.00	2,000.00	
110-41640-299	OTHER EXPENSES	0.00	0.00	1,000.00	5.27	1,000.00	0.00		
110-41640-310	Office Supplies	3,840.00	3,834.17	1,500.00	128.00	1,500.00	826.23	2,500.00	
110-41640-320	OPERATING EXPENSES	28,460.00	8,059.87	10,000.00	5,621.27	10,000.00	-12,150.24	132,350.00	
110-41640-330	Lease Purchase Agreement	0.00	0.00	55,000.00	0.00	55,000.00	9,010.40	11,000.00	
110-41640-331	GAS (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-41640-510	PROPERTY & LIABILITY INSURA	0.00	-12.33	1,500.00	798.22	1,000.00	999.37	1,600.00	
110-41640-900	Capital Outlay	35,000.00	33,047.55	10,000.00	10,000.00	0.00	0.00		
Department: 41640 - TECHNOLOGY Total:		241,000.00	171,003.11	282,125.00	160,830.14	289,700.00	170,457.40	373,600.00	

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 41710 - CODES ADMINISTRATION								
110-41710-110	SALARIES	0.00	0.00	0.00	0.00	135,200.00	77,211.56	142,750.00
110-41710-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	4,000.00	0.00	2,000.00
110-41710-132	BONUS PAY	0.00	0.00	0.00	0.00	600.00	600.00	500.00
110-41710-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	11,300.00	5,744.96	11,600.00
110-41710-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	17,000.00	8,872.52	17,000.00
110-41710-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	9,175.00	5,018.74	9,450.00
110-41710-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	4,000.00	1,943.65	4,100.00
110-41710-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	3,000.00	1,189.42	12,000.00
110-41710-211	POSTAGE	0.00	0.00	0.00	0.00	1,000.00	640.50	2,500.00
110-41710-212	FREIGHT & SHIPPING	0.00	0.00	0.00	0.00	300.00	97.18	300.00
110-41710-230	PUBLICITY, SUBSCRIPTIONS, AN	0.00	0.00	0.00	0.00	2,500.00	2,787.45	3,000.00
110-41710-241	ELECTRIC	0.00	0.00	0.00	0.00	1,500.00	1,480.13	2,325.00
110-41710-242	WATER	0.00	0.00	0.00	0.00	500.00	170.43	325.00
110-41710-244	UTILITY - GAS	0.00	0.00	0.00	0.00	700.00	424.46	725.00
110-41710-245	TELEPHONE	0.00	0.00	0.00	0.00	1,475.00	1,178.72	2,150.00
110-41710-248	Internet and Cable	0.00	0.00	0.00	0.00	525.00	371.04	975.00
110-41710-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	20,000.00	2,786.50	20,000.00
110-41710-256	CONSULTANT SERVICES	0.00	0.00	0.00	0.00	37,000.00	7,956.63	27,000.00
110-41710-260	REPAIR/MAINTENANCE BUILDI	0.00	0.00	0.00	0.00	900.00	403.37	900.00
110-41710-261	REPAIR AND MAINTENANCE M	0.00	0.00	0.00	0.00	2,000.00	44.48	5,000.00
110-41710-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	1,200.00	0.00	3,800.00
110-41710-295	DUMPSTER SERVICES	0.00	0.00	0.00	0.00	1,320.00	1,058.61	1,550.00
110-41710-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	500.00	190.52	500.00
110-41710-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	500.00	306.19	1,000.00
110-41710-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	500.00	-557.78	1,500.00
110-41710-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	5,000.00	1,666.04	4,075.00
110-41710-510	PROPERTY & LIABILITY INSURA	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
110-41710-791	JECD	0.00	0.00	0.00	0.00	10,500.00	7,686.48	10,500.00
110-41710-792	GIS SYSTEM	0.00	0.00	0.00	0.00	5,500.00	3,918.75	5,500.00
110-41710-900	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	52,002.00

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-41710-939	DEMOLITIONS	0.00	0.00	0.00	0.00	10,000.00	4,500.00	10,000.00
110-41710-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	2,000.00	631.13	2,000.00
Department: 41710 - CODES ADMINISTRATION Total:		0.00	0.00	0.00	0.00	291,695.00	138,321.68	359,027.00

Budget Worksheet

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								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Department: 42100 - POLICE									
110-42100-110	SALARIES	884,700.00	813,643.71	864,925.00	864,925.00	1,061,744.00	808,753.31	1,125,050.00	
110-42100-112	SALARIES-OVERTIME	40,000.00	32,673.22	40,000.00	39,989.67	40,000.00	27,996.52	40,000.00	
110-42100-120	RESERVE WAGES	0.00	0.00	12,000.00	11,193.75	12,000.00	6,591.25	12,000.00	
110-42100-132	BONUS PAY	15,500.00	15,500.00	17,000.00	17,000.00	19,200.00	19,200.00	20,800.00	
110-42100-141	OASI (EMPLOYER'S SHARE)	75,000.00	62,037.21	73,775.00	67,413.86	89,700.00	64,077.09	94,175.00	
110-42100-142	HOSPITAL AND HEALTH INSURA	136,800.00	126,293.91	153,000.00	149,020.52	170,000.00	137,806.86	170,000.00	
110-42100-143	RETIREMENT - CURRENT	59,500.00	53,855.35	59,150.00	58,307.69	72,875.00	55,069.62	77,000.00	
110-42100-146	WORKMEN'S COMPENSATION	30,000.00	25,075.47	35,000.00	29,257.04	35,000.00	23,373.82	49,200.00	
110-42100-148	EDUCATION AND TRAINING	14,000.00	9,700.75	14,000.00	11,151.27	14,000.00	9,021.99	12,000.00	
110-42100-210	COMMUNICATION	2,500.00	614.00	2,500.00	1,818.14	2,500.00	2,251.56	2,500.00	
110-42100-212	FREIGHT AND SHIPPING	0.00	0.00	0.00	-44.90	500.00	136.92	500.00	
110-42100-230	PUBLICITY, SUBSCRIPTIONS, AN	3,500.00	2,219.37	3,500.00	2,277.50	3,500.00	1,676.68	6,100.00	
110-42100-241	ELECTRIC	8,500.00	7,119.08	8,500.00	8,243.03	10,000.00	7,923.15	13,575.00	
110-42100-242	WATER	925.00	817.71	950.00	949.84	950.00	767.94	1,150.00	
110-42100-244	UTILITY - GAS	4,250.00	3,687.56	4,250.00	4,050.86	4,250.00	3,189.37	8,350.00	
110-42100-245	TELEPHONE	30,000.00	22,463.54	30,000.00	26,523.51	23,000.00	17,686.00	20,000.00	
110-42100-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	600.00	449.56	1,025.00	
110-42100-256	CONSULTANT'S SERVICES	5,000.00	1,428.00	5,000.00	1,428.00	5,000.00	5,000.00		
110-42100-260	REPAIR AND MAINTENANC-BL	15,000.00	4,845.56	15,862.80	14,785.39	16,000.00	725.28	16,000.00	
110-42100-261	REPAIR AND MAINTENANCE M	15,000.00	11,510.98	15,000.00	14,771.31	15,000.00	6,670.16	18,000.00	
110-42100-269	OTHER REPAIR AND MAINTENA	3,000.00	0.00	3,000.00	0.00	3,000.00	3,000.00		
110-42100-289	OTHER TRAVEL	8,000.00	-2,299.99	8,000.00	7,524.21	8,000.00	2,952.11	8,000.00	
110-42100-295	Dumpster Service	0.00	0.00	0.00	0.00	1,320.00	758.61	1,550.00	
110-42100-296	NCIC	7,000.00	7,000.00	7,000.00	7,000.00	7,500.00	7,200.00	7,500.00	
110-42100-299	OTHER EXPENSES	12,000.00	4,747.07	12,000.00	8,944.46	12,000.00	4,200.80	10,000.00	
110-42100-310	OFFICE SUPPLIES	6,000.00	5,898.37	6,500.00	6,384.93	6,500.00	1,116.01	7,500.00	
110-42100-320	OPERATING SUPPLIES	10,000.00	4,843.17	10,000.00	3,211.78	10,000.00	4,414.51	10,000.00	
110-42100-326	CLOTHING AND UNIFORMS	20,000.00	12,868.09	15,000.00	10,766.06	22,000.00	16,558.55	22,000.00	
110-42100-327	FIRE ARM SUPPLIES	8,000.00	-1,557.77	18,000.00	14,395.58	8,000.00	7,036.00	8,000.00	
110-42100-331	GAS, DIESEL (FUEL ONLY)	50,000.00	34,672.99	50,000.00	45,944.68	50,000.00	41,977.60	60,025.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
110-42100-510	PROPERTY & LIABILITY INSURA	55,000.00	23,970.12	55,000.00	54,618.05	55,000.00	49,958.10	62,500.00	
110-42100-798	Donation Money	1,000.00	-358.00	1,000.00	-866.69	0.00	0.00		
110-42100-900	CAPITAL OUTLAY	123,000.00	25,167.48	162,402.00	126,430.28	440,550.00	266,256.36	169,000.00	
110-42100-944	POLICE LEASE	0.00	0.00	0.00	0.00	0.00	0.00	6,050.00	
Department: 42100 - POLICE Total:		1,643,175.00	1,308,436.95	1,702,314.80	1,607,414.82	2,219,689.00	1,603,795.73	2,059,550.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 42200 - FIRE PROTECTION AND CONTROL								
110-42200-110	SALARIES	745,000.00	718,623.96	773,075.00	773,073.55	789,700.00	533,703.12	795,500.00
110-42200-112	SALARIES-OVERTIME	26,500.00	25,484.61	37,400.00	37,399.82	28,500.00	25,266.12	28,500.00
110-42200-120	WAGES	63,350.00	60,642.42	207,100.00	206,739.13	207,100.00	197,864.00	213,313.00
110-42200-132	BONUS PAY	13,100.00	12,672.59	13,500.00	13,500.00	12,700.00	12,700.00	14,800.00
110-42200-141	OASI (EMPLOYER'S SHARE)	71,000.00	68,220.38	78,975.00	78,946.93	83,050.00	55,315.59	77,550.00
110-42200-142	HOSPITAL AND HEALTH INSURA	106,400.00	106,400.00	119,100.00	119,099.30	102,000.00	87,927.86	110,500.00
110-42200-143	RETIREMENT - CURRENT	50,500.00	48,549.89	51,725.00	51,724.47	47,525.00	37,808.50	54,675.00
110-42200-146	WORKMEN'S COMPENSATION	27,000.00	26,999.58	27,000.00	26,999.20	25,000.00	17,192.71	32,800.00
110-42200-148	EDUCATION AND TRAINING	28,000.00	27,958.92	18,000.00	17,999.63	25,000.00	6,373.71	25,000.00
110-42200-162	VOLUNTEER FIREMEN	42,000.00	37,496.58	35,000.00	30,166.71	34,000.00	22,482.55	30,000.00
110-42200-210	COMMUNICATION	9,000.00	6,852.43	9,000.00	3,932.02	9,000.00	680.00	9,000.00
110-42200-211	POSTAGE	500.00	457.60	500.00	50.00	1,000.00	662.63	1,000.00
110-42200-212	FREIGHT & SHIPPING	1,600.00	1,055.19	1,600.00	1,578.16	1,600.00	993.01	3,275.00
110-42200-219	Fire Prevention/Public Ed	10,000.00	9,550.20	10,500.00	130.00	10,500.00	5,496.20	10,000.00
110-42200-230	PUBLICITY/SUBSCRIPTION/DUE	2,000.00	1,947.81	5,500.00	5,324.77	3,000.00	2,064.49	4,550.00
110-42200-241	ELECTRIC	18,000.00	17,454.25	18,000.00	11,172.67	20,000.00	15,347.38	21,675.00
110-42200-242	WATER	2,500.00	1,202.12	2,500.00	1,603.54	3,000.00	1,515.45	3,000.00
110-42200-244	UTILITY - GAS	5,500.00	3,573.02	5,500.00	3,314.82	6,500.00	4,598.43	14,300.00
110-42200-245	Telephone	23,000.00	21,785.59	24,500.00	24,191.59	16,000.00	12,473.99	15,000.00
110-42200-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	1,550.00	885.10	5,600.00
110-42200-254	ENGINEER EXPENSE	29,000.00	28,520.00	10,000.00	9,979.25	9,000.00	520.00	5,000.00
110-42200-256	CONSULTANTS SERVICE	28,500.00	28,302.05	28,500.00	15,076.64	8,500.00	4,909.00	5,500.00
110-42200-260	REPAIR AND MAINTENANC-BL	65,000.00	65,000.00	14,890.00	14,872.76	15,000.00	9,546.69	25,000.00
110-42200-261	REPAIR AND MAINTENANCE M	40,000.00	38,483.97	43,000.00	31,269.10	43,000.00	32,553.74	43,000.00
110-42200-265	Repair and Maintenance Traini	0.00	0.00	0.00	0.00	5,000.00	3,590.20	5,000.00
110-42200-269	OTHER REPAIR AND MAINTENA	20,000.00	18,978.95	20,000.00	16,540.06	20,000.00	13,044.12	20,000.00
110-42200-289	OTHER TRAVEL	8,000.00	7,051.83	8,000.00	2,565.80	7,000.00	2,470.91	7,000.00
110-42200-295	DUMPSTER SERVICE	3,000.00	2,055.91	1,500.00	1,407.53	2,500.00	1,638.54	2,650.00
110-42200-299	OTHER EXPENSES	2,000.00	741.59	2,000.00	1,990.36	2,000.00	1,251.99	2,000.00
110-42200-310	OFFICE SUPPLIES	2,000.00	1,171.06	2,000.00	1,719.78	2,000.00	1,986.47	2,000.00

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-42200-320	OPERATING SUPPLIES	29,000.00	26,196.66	29,000.00	29,279.60	34,000.00	18,254.31	34,000.00
110-42200-326	CLOTHING AND UNIFORMS	11,000.00	11,000.00	13,750.00	7,888.33	12,000.00	10,785.04	12,000.00
110-42200-329	PERSONAL PROTECTIVE GEAR	20,000.00	18,238.31	10,000.00	5,470.05	20,000.00	5,597.25	20,000.00
110-42200-331	GAS, DIESEL (FUEL ONLY)	30,000.00	29,189.99	25,000.00	15,055.06	25,000.00	14,958.21	21,800.00
110-42200-510	PROPERTY & LIABILITY INSURA	50,000.00	49,513.95	75,000.00	67,935.65	50,000.00	39,466.11	49,400.00
110-42200-610	BOND DEBT - FIRETRUCK	0.00	0.00	30,000.00	29,845.00	52,018.00	44,817.00	53,150.00
110-42200-630	Interest on Bond Debt - Fire Tr	0.00	0.00	11,000.00	10,951.00	17,906.00	13,463.00	16,800.00
110-42200-640	Interest on Construction Loan	0.00	0.00	0.00	0.00	100,000.00	0.00	100,000.00
110-42200-702	AFG FED GRANT FD	0.00	0.00	0.00	0.00	154,250.00	154,212.35	
110-42200-720	Donation - Firefighters Fund	0.00	0.00	0.00	0.00	8,000.00	8,000.00	8,000.00
110-42200-793	SAFER GRANTS	0.00	0.00	42,800.00	33,936.64	92,793.00	73,007.15	30,175.00
110-42200-796	FEMA - COVID - 19	0.00	0.00	0.00	-249.57	20,435.00	7,726.58	12,150.00
110-42200-900	CAPITAL OUTLAY	110,000.00	106,050.39	5,107,000.00	333,693.73	5,154,400.00	145,872.67	100,500.00
110-42200-920	Fire Hall Station 1	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00
110-42200-944	LEASE	0.00	0.00	0.00	0.00	0.00	-817.89	1,125.00
Department: 42200 - FIRE PROTECTION AND CONTROL Total:		1,692,450.00	1,627,421.80	6,911,915.00	2,036,173.08	7,281,527.00	1,648,204.28	2,796,288.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 43100 - HIGHWAYS AND STREETS								
110-43100-110	SALARIES	272,000.00	262,990.06	273,450.00	273,449.86	289,200.00	223,820.81	321,925.00
110-43100-112	SALARIES-OVERTIME	10,000.00	4,813.79	10,000.00	9,999.13	10,000.00	6,697.79	10,000.00
110-43100-132	BONUS PAY	4,640.00	4,640.00	5,450.00	5,450.00	6,300.00	5,950.00	6,740.00
110-43100-141	OASI	23,000.00	19,973.67	23,125.00	23,124.35	24,450.00	17,673.82	26,575.00
110-43100-142	HOSPITAL AND HEALTH INSURA	45,600.00	32,801.16	50,150.00	50,149.16	50,150.00	37,377.40	50,150.00
110-43100-143	RETIREMENT	18,500.00	17,407.31	18,800.00	18,799.72	19,875.00	15,566.19	22,025.00
110-43100-146	WORKERS COMP.	20,000.00	10,813.06	20,000.00	19,999.07	16,000.00	10,288.18	22,800.00
110-43100-148	EDUCATION/TRAINING	2,500.00	88.00	2,500.00	2,499.75	2,500.00	1,000.00	2,500.00
110-43100-212	FREIGHT/SHIPPING	500.00	-733.26	3,000.00	2,025.28	4,000.00	2,620.14	4,200.00
110-43100-230	PUBLICITY/SUBSCRIPTION/DUE	600.00	0.00	600.00	353.87	600.00	597.50	1,600.00
110-43100-241	ELECTRIC	6,000.00	3,639.74	6,000.00	3,513.75	6,000.00	4,374.95	3,100.00
110-43100-242	WATER	600.00	457.98	600.00	544.64	500.00	224.14	300.00
110-43100-244	UTILITY - GAS	1,800.00	614.23	1,800.00	599.98	700.00	473.47	700.00
110-43100-245	TELEPHONE	6,000.00	5,027.12	6,500.00	4,557.53	850.00	278.60	3,200.00
110-43100-247	STREET LIGHTING	90,000.00	68,583.24	90,000.00	74,928.74	90,000.00	78,584.67	96,000.00
110-43100-248	Internet and Cable	0.00	0.00	0.00	0.00	600.00	449.53	900.00
110-43100-254	ENGINEER EXPENSE	190,355.00	20,850.00	10,000.00	3,962.50	10,000.00	3,500.00	10,000.00
110-43100-260	REPAIR/MAINTENANCE BUILDI	12,500.00	12,500.00	15,862.80	3,390.73	15,000.00	2,351.32	15,000.00
110-43100-261	REPAIR/MAINTENANCE VEHICL	14,000.00	5,576.54	14,000.00	5,824.17	14,000.00	1,328.04	14,000.00
110-43100-262	REPAIR/MAINTENANCE MECH.	11,700.00	11,700.00	11,700.00	11,699.18	11,700.00	2,702.30	11,700.00
110-43100-264	REPAIR/MAINTENANCE TRAFFI	10,000.00	300.00	10,000.00	3,059.15	10,000.00	4,690.16	10,000.00
110-43100-268	ROAD/BRIDGE REPAIRS	25,000.00	9,909.01	25,000.00	17,464.00	25,000.00	292.93	25,000.00
110-43100-295	DUMPSTER SERVICE	3,000.00	2,155.68	3,000.00	2,999.41	1,320.00	758.61	1,100.00
110-43100-299	OTHER EXPENSES	9,200.00	2,193.04	6,700.00	5,550.21	7,500.00	1,986.94	7,500.00
110-43100-310	OFFICE SUPPLIES	2,000.00	176.48	2,000.00	953.37	2,000.00	447.39	2,000.00
110-43100-320	OPERATING SUPPLIES	25,000.00	9,184.88	12,500.00	9,867.09	12,500.00	4,883.63	12,500.00
110-43100-321	AGRICULTURE AND HORTICULT	10,000.00	1,596.92	7,500.00	4,614.98	10,000.00	612.97	10,000.00
110-43100-326	CLOTHING AND UNIFORMS	7,300.00	3,579.40	7,300.00	4,425.66	7,300.00	3,808.37	7,300.00
110-43100-331	GAS, DIESEL (FUEL ONLY)	19,600.00	10,379.71	19,600.00	14,873.21	19,600.00	11,632.96	16,300.00
110-43100-342	SIGN PARTS AND SUPPLIES	5,500.00	364.00	5,500.00	3,073.19	5,500.00	299.81	5,500.00

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-43100-423	GUARD RAILS AND POSTS	2,000.00	0.00	2,000.00	950.00	2,000.00	0.00	2,000.00
110-43100-426	CULVERTS	6,500.00	6,500.00	6,500.00	-1,107.26	10,000.00	9,738.41	12,500.00
110-43100-451	CRUSHED STONE	15,000.00	3,869.73	12,500.00	11,689.45	14,000.00	10,941.40	14,000.00
110-43100-454	SALT	12,000.00	5,270.20	9,000.00	99.00	9,000.00	5,483.72	9,000.00
110-43100-510	PROPERTY & LIABILITY INSURA	11,000.00	7,356.72	12,000.00	11,932.60	20,000.00	10,933.19	13,700.00
110-43100-900	CAPITAL OUTLAY	24,750.00	7,763.00	0.00	0.00	255,860.00	237,143.40	79,700.00
110-43100-930	IMPROVEMENTS OTHER THAN	0.00	0.00	168,505.00	168,390.00	0.00	0.00	
110-43100-944	LEASE OR PURCHASE	16,000.00	0.00	16,000.00	3,000.00	1,600.00	656.92	1,925.00
Department: 43100 - HIGHWAYS AND STREETS Total:		934,145.00	552,341.41	889,142.80	776,705.47	985,605.00	720,169.66	853,440.00

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 44310 - SENIOR CITIZEN ACTIVITIES								
110-44310-110	SALARIES	166,000.00	116,125.17	151,175.00	151,174.59	179,000.00	113,946.97	200,550.00
110-44310-112	SALARIES -OVERTIME	0.00	-39.88	0.00	0.00	1,000.00	40.34	1,000.00
110-44310-132	BONUS PAY	1,100.00	1,100.00	1,450.00	1,450.00	1,700.00	650.00	800.00
110-44310-141	OASI (EMPLOYER'S SHARE)	13,500.00	8,267.81	12,225.00	12,224.51	14,550.00	9,393.31	15,975.00
110-44310-142	HOSPITAL AND HEALTH INSURA	15,500.00	6,313.74	17,000.00	16,999.01	17,000.00	9,059.28	25,500.00
110-44310-143	RETIREMENT - CURRENT	6,600.00	3,519.20	6,025.00	6,024.24	6,950.00	4,740.18	9,775.00
110-44310-146	WORKMEN'S COMPENSATION	650.00	650.00	2,000.00	1,999.84	1,500.00	603.58	1,700.00
110-44310-148	EDUCATION AND TRAINING	1,000.00	88.00	1,000.00	999.39	1,200.00	150.00	2,000.00
110-44310-211	POSTAGE	200.00	200.00	200.00	0.00	200.00	16.14	200.00
110-44310-230	PUBLICITY, SUBSCRIPTIONS, AN	1,000.00	1,000.00	1,000.00	575.94	1,200.00	703.30	1,200.00
110-44310-241	ELECTRIC	14,200.00	10,058.13	14,000.00	13,999.95	14,000.00	7,323.29	11,000.00
110-44310-242	WATER	2,630.00	1,397.73	2,600.00	779.66	2,600.00	875.16	1,225.00
110-44310-244	UTILITY - GAS	2,630.00	1,863.26	2,500.00	2,023.69	2,500.00	1,989.48	2,675.00
110-44310-245	TELEPHONE	7,000.00	7,000.00	8,000.00	7,605.25	3,000.00	2,598.61	3,400.00
110-44310-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	2,300.00	1,095.07	1,100.00
110-44310-259	OTHER PROFESSIONAL SERVICE	9,760.00	8,564.75	12,200.00	12,199.96	12,200.00	8,351.72	12,600.00
110-44310-260	REPAIR AND MAINTENANC-BL	6,600.00	6,600.00	14,370.00	8,757.83	14,370.00	5,021.80	14,370.00
110-44310-283	OUT-OF-TOWN EXPENSE	550.00	550.00	1,000.00	960.00	1,000.00	0.00	
110-44310-289	OTHER TRAVEL	8,500.00	8,500.00	8,500.00	1,818.38	8,500.00	4,676.68	60,000.00
110-44310-295	DUMPSTER SERVICE	1,800.00	1,496.99	1,800.00	1,762.99	1,800.00	1,580.61	2,325.00
110-44310-299	OTHER EXPENSES	9,500.00	9,500.00	8,500.00	7,548.30	10,900.00	9,354.00	7,000.00
110-44310-310	OFFICE SUPPLIES	1,300.00	1,125.86	1,500.00	1,284.78	1,500.00	266.04	1,000.00
110-44310-323	KATHY'S KITCHEN FOOD SUPPL	0.00	0.00	0.00	0.00	13,000.00	3,860.58	15,600.00
110-44310-326	CLOTHING	250.00	250.00	250.00	69.64	250.00	0.00	250.00
110-44310-331	GAS (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
110-44310-510	PROPERTY & LIABILITY INSURA	2,500.00	2,500.00	3,000.00	2,778.18	3,000.00	2,999.90	4,000.00
110-44310-723	MID CUMBERLAND HUMAN RE	7,050.00	7,050.00	7,050.00	3,499.51	7,250.00	4,999.51	13,000.00
110-44310-729	MEALS ON WHEELS	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	6,500.00	
110-44310-771	GNRC Choice Foods Program	0.00	0.00	31,250.00	26,146.40	41,700.00	26,244.89	43,500.00
110-44310-772	WISHLIST GRANT	0.00	0.00	8,500.00	8,500.00	0.00	0.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-44310-900	CAPITAL OUTLAY	11,150.00	18,928.41	8,500.00	8,187.42	37,000.00	12,152.05	15,000.00
110-44310-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	2,600.00	896.24	1,500.00
Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:		298,970.00	230,609.17	333,595.00	307,369.46	411,770.00	240,088.73	470,245.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 44700 - PARKS								
110-44700-110	SALARIES	159,500.00	147,656.26	161,250.00	161,249.83	190,800.00	132,561.38	224,050.00
110-44700-112	SALARIES-OVERTIME	3,000.00	1,271.55	3,000.00	2,606.63	2,000.00	367.05	2,000.00
110-44700-132	BONUS PAY	820.00	820.00	950.00	950.00	1,100.00	1,100.00	1,520.00
110-44700-141	OASI (EMPLOYER'S SHARE)	13,100.00	11,208.28	13,225.00	12,475.61	15,525.00	10,513.51	18,100.00
110-44700-142	HOSPITAL AND HEALTH INSURA	24,320.00	16,431.86	27,200.00	23,144.36	27,200.00	17,267.11	35,700.00
110-44700-143	RETIREMENT - CURRENT	10,600.00	9,680.28	10,750.00	10,474.27	11,000.00	8,836.29	14,650.00
110-44700-146	WORKMEN'S COMPENSATION	4,000.00	3,169.69	5,000.00	2,213.15	5,000.00	2,293.02	6,200.00
110-44700-148	EDUCATION AND TRAINING	1,150.00	336.00	1,000.00	113.75	1,000.00	90.00	1,500.00
110-44700-200	CONTRACTUAL SERVICES	17,000.00	16,200.00	17,000.00	17,000.00	20,000.00	10,942.30	26,000.00
110-44700-212	FREIGHT & SHIPPING	1,200.00	1,200.00	1,500.00	1,135.25	6,000.00	2,007.22	6,000.00
110-44700-230	PUBLICITY, SUBSCRIPTIONS, AN	1,500.00	1,500.00	1,500.00	1,499.59	900.00	801.50	1,200.00
110-44700-236	Farmers Market/Public Relatio	5,000.00	885.00	4,000.00	2,911.25	4,000.00	1,427.45	4,000.00
110-44700-241	ELECTRIC	32,500.00	29,046.94	32,500.00	23,102.67	30,000.00	21,492.92	31,250.00
110-44700-242	WATER	4,200.00	3,611.67	4,700.00	4,170.74	4,500.00	2,637.72	4,500.00
110-44700-243	PORTAJOHNS	3,500.00	3,000.00	3,000.00	2,204.45	3,000.00	2,010.99	3,500.00
110-44700-244	UTILITY - GAS	2,500.00	596.81	1,500.00	600.00	700.00	473.47	700.00
110-44700-245	TELEPHONE	5,400.00	4,638.83	5,000.00	3,697.32	2,200.00	1,987.81	4,450.00
110-44700-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	525.00	412.04	1,325.00
110-44700-254	ENGINEER EXPENSE	19,000.00	15,970.75	75,000.00	0.00	75,000.00	20,000.00	75,000.00
110-44700-260	REPAIR AND MAINTENANC-BL	5,000.00	4,454.94	9,862.80	6,446.54	5,000.00	3,897.11	5,000.00
110-44700-261	REPAIR AND MAINTENANCE M	2,000.00	510.94	2,000.00	883.50	2,500.00	1,073.20	2,500.00
110-44700-262	REPAIR AND MAINTENANCE OT	1,000.00	883.95	1,000.00	788.54	1,500.00	633.73	1,500.00
110-44700-263	REPAIR & MAINTENANCE TRAIL	50,000.00	21,024.99	50,000.00	4,434.34	50,000.00	134.14	50,000.00
110-44700-265	Repair and Maintenance Grou	0.00	0.00	0.00	0.00	5,000.00	4,350.02	5,000.00
110-44700-289	OTHER TRAVEL	600.00	536.56	900.00	825.95	900.00	900.00	900.00
110-44700-295	DUMPSTER SERVICE	11,000.00	9,745.87	10,000.00	9,999.60	10,000.00	7,020.10	12,000.00
110-44700-299	OTHER EXPENSES	1,000.00	518.76	1,000.00	956.81	1,000.00	801.36	1,000.00
110-44700-310	OFFICE SUPPLIES	500.00	39.59	400.00	263.68	400.00	378.11	400.00
110-44700-320	OPERATING SUPPLIES	10,000.00	7,083.36	10,000.00	7,509.09	10,000.00	2,201.15	10,000.00
110-44700-321	AGRICULTURE & HORTICULTUR	8,000.00	1,795.81	8,000.00	3,389.63	8,000.00	2,143.48	7,000.00

Budget Worksheet

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		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
110-44700-326	CLOTHING AND UNIFORMS	1,500.00	971.75	1,500.00	1,060.11	1,600.00	695.60	2,000.00
110-44700-331	GAS, DIESEL (FUEL ONLY)	6,000.00	3,890.13	6,000.00	4,084.75	6,000.00	4,968.95	10,000.00
110-44700-342	SIGN PARTS AND SUPPLIES	2,000.00	374.75	2,000.00	971.72	19,000.00	15,350.40	2,000.00
110-44700-426	CULVERTS	1,200.00	0.00	1,200.00	1,099.00	1,200.00	0.00	1,200.00
110-44700-451	CRUSHED STONE	5,000.00	1,403.57	5,000.00	2,142.07	18,000.00	501.20	18,000.00
110-44700-510	PROPERTY & LIABILITY INSURA	9,203.18	9,203.18	15,000.00	10,109.65	15,000.00	15,000.00	18,750.00
110-44700-707	Cumberland River Bicentennial	0.00	0.00	166,176.00	71,400.00	166,176.00	42,448.35	884,161.00
110-44700-737	Parks Advisory Board	0.00	0.00	0.00	0.00	15,000.00	6,208.63	13,000.00
110-44700-900	CAPITAL OUTLAY	150,000.00	77,610.65	222,114.29	165,557.80	79,600.00	46,246.38	63,500.00
110-44700-935	TRIATHLON	0.00	0.00	400.00	0.00	400.00	400.00	200.00
110-44700-937	SUMMERFEST	30,000.00	8,700.00	35,000.00	19,256.75	35,000.00	9,626.76	35,000.00
110-44700-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	1,100.00	656.92	2,050.00
Department: 44700 - PARKS Total:		602,293.18	415,972.72	915,628.09	580,728.40	852,826.00	402,857.37	1,606,806.00
Expense Total:		7,059,633.18	5,862,466.27	17,924,566.77	6,650,553.81	18,807,527.00	5,600,653.17	10,015,229.00
Fund: 110 - GENERAL FUND Surplus (Deficit):		-1,688,913.18	728,258.24	-1,242,627.27	2,020,505.37	188,798.00	1,829,895.80	581,551.26

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Fund: 121 - STATE STREET AID FUND									
Revenue									
121-33356	STATE STREET AID 3 CENT TAX	0.00	0.00	0.00	11,411.56	0.00	18,682.62		
121-33357	STATE STREET AID - 2017 TAX	0.00	0.00	0.00	19,821.06	0.00	32,373.06		
121-33551	STATE GASOLINE AND MOTOR	201,000.00	185,264.16	199,894.50	166,262.79	190,800.00	64,408.24	200,000.00	
121-33555	STATE STREET AID - 1989 TAX	0.00	0.00	0.00	6,158.66	0.00	10,082.74		
121-36000	OTHER REVENUES	0.00	-53.02	0.00	0.00	0.00	0.00		
121-36100	INTEREST EARNINGS	500.00	813.35	500.00	135.05	0.00	326.91	100.00	
	Revenue Total:	201,500.00	186,024.49	200,394.50	203,789.12	190,800.00	125,873.57	200,100.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

	2019-2020 Total Budget	2019-2020 Total Activity	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2022-2023 2022-2023
Expense							
Department: 43100 - HIGHWAYS AND STREETS							
121-43100-264 HIGHWAYS AND STREETS	0.00	-45.26	250,000.00	247,405.00	190,000.00	2.83	200,000.00
Department: 43100 - HIGHWAYS AND STREETS Total:	0.00	-45.26	250,000.00	247,405.00	190,000.00	2.83	200,000.00
Expense Total:	0.00	-45.26	250,000.00	247,405.00	190,000.00	2.83	200,000.00
Fund: 121 - STATE STREET AID FUND Surplus (Deficit):	201,500.00	186,069.75	-49,605.50	-43,615.88	800.00	125,870.74	100.00

Budget Worksheet

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	2019-2020 Total Budget	2019-2020 Total Activity	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2022-2023 2022-2023	
Fund: 123 - DRUG FUND								
Revenue								
123-35140	DRUG RELATED FINES	30,000.00	2,596.47	2,000.00	8,118.06	5,000.00	7,346.05	2,500.00
123-36001	OTHER REVENUE - POLICE ESC	0.00	0.00	0.00	895.00	0.00	2,125.00	
123-36100	INTEREST EARNINGS	5.00	5.86	5.00	5.04	2.00	2.39	2.00
	Revenue Total:	30,005.00	2,602.33	2,005.00	9,018.10	5,002.00	9,473.44	2,502.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Expense									
Department: 42100 - POLICE									
123-42100-999	POLICE ESCROW EXPENSE	0.00	0.00	0.00	900.00	0.00	3,861.00		
Department: 42100 - POLICE Total:		0.00	0.00	0.00	900.00	0.00	3,861.00	0.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Department: 42129 - DRUG INVESTIGATION AND CONTROL									
123-42129-148	EDUCATION AND TRAINING	2,500.00	0.00	2,500.00	0.00	0.00	0.00		
123-42129-210	COMMUNICATION	1,500.00	0.00	1,500.00	0.00	0.00	0.00		
123-42129-289	OTHER TRAVEL	1,000.00	0.00	1,000.00	0.00	0.00	0.00		
123-42129-299	OTHER EXPENSES	2,500.00	981.02	2,500.00	40.00	1,000.00	1,035.00	1,000.00	
123-42129-320	OPERATING SUPPLIES	250.00	0.00	250.00	0.00	0.00	0.00		
123-42129-900	DRUG INVESTIGATION AND CO	25,000.00	0.00	25,000.00	0.00	0.00	0.00		
Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:		32,750.00	981.02	32,750.00	40.00	1,000.00	1,035.00	1,000.00	
Expense Total:		32,750.00	981.02	32,750.00	940.00	1,000.00	4,896.00	1,000.00	
Fund: 123 - DRUG FUND Surplus (Deficit):		-2,745.00	1,621.31	-30,745.00	8,078.10	4,002.00	4,577.44	1,502.00	

						Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2022-2023 2022-2023
Fund: 312 - CAPITAL IMPROVEMENT PROJECTS								
Revenue								
312-36710	SENIOR CENTER BUILDING FUN	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
312-36900	CITY HALL BUILDING PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	5,300,000.00
312-36901	FIRE HALL BUILDING PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	6,900,000.00
	Revenue Total:	0.00	0.00	0.00	0.00	0.00	0.00	12,205,000.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

						Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2022-2023 2022-2023
Expense								
Department: 41510 - FINANCE								
312-41510-900	CITY HALL BUILDING PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	5,300,000.00
	Department: 41510 - FINANCE Total:	0.00	0.00	0.00	0.00	0.00	0.00	5,300,000.00

						Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2022-2023 2022-2023
Department: 42200 - FIRE PROTECTION AND CONTROL								
312-42200-900	FIRE HALL BUILDING PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	6,900,000.00
Department: 42200 - FIRE PROTECTION AND CONTROL Total:		0.00	0.00	0.00	0.00	0.00	0.00	6,900,000.00
Expense Total:		0.00	0.00	0.00	0.00	0.00	0.00	12,200,000.00
Fund: 312 - CAPITAL IMPROVEMENT PROJECTS Surplus (Deficit):		0.00	0.00	0.00	0.00	0.00	0.00	5,000.00

Budget Worksheet

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								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
Fund: 413 - WATER AND SEWER									
Revenue									
413-33101	USDA WASTE WATER IMPROVE	0.00	0.00	0.00	0.00	635,000.00	0.00	635,000.00	
413-33401	STATE GRANTS ANTICIPATED	0.00	0.00	0.00	0.00	224,125.00	0.00	1,184,312.00	
413-33493	SAFETY PARTNERS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
413-36350	INSURANCE RECOVERIES	0.00	0.00	0.00	6,396.07	0.00	6,226.71		
413-36600	CREDIT CARD FEES	0.00	-4,275.84	0.00	-4,098.40	0.00	-721.39		
413-36900	OTHER REVENUE SOURCE	0.00	0.00	17,000,000.00	0.00	16,599,000.00	402,373.57	16,599,000.00	
413-37109	CROSS CONNECTION FEES	1,900.00	3,605.00	2,500.00	2,765.00	3,500.00	2,040.00	2,500.00	
413-37110	METERED WATER SALES	1,434,000.00	1,650,833.33	1,477,020.00	1,835,629.11	1,802,500.00	1,593,639.71	2,100,000.00	
413-37193	SERVICING CUSTOMER INSTALL	20,000.00	24,250.04	25,000.00	23,047.50	24,000.00	20,950.00	22,000.00	
413-37196	WATER TAP FEES	24,000.00	110,755.90	75,000.00	368,547.80	100,000.00	45,000.00	50,000.00	
413-37199	MISCELLANEOUS	0.00	250,000.00	0.00	0.00	0.00	0.00		
413-37210	SEWER SERVICE CHARGES	999,000.00	1,112,684.27	1,028,970.00	1,226,034.56	1,207,100.00	1,076,573.37	1,480,000.00	
413-37232	INDUSTRIAL SEWER FEES	170,000.00	28,160.50	23,000.00	17,443.58	15,000.00	8,944.07	15,000.00	
413-37240	STEP SEWER FEES	0.00	82,526.50	70,000.00	100,842.50	75,000.00	93,147.50	110,000.00	
413-37291	FORFEITED DISCOUNTS AND P	40,000.00	47,313.61	40,000.00	38,929.30	40,000.00	35,614.89	40,000.00	
413-37296	SEWER TAP FEES	20,000.00	94,050.00	75,000.00	349,500.00	100,000.00	48,000.00	50,000.00	
413-37299	MISCELLANEOUS	18,000.00	6,337.32	5,000.00	-1,061.31	10,000.00	258,761.64		
413-37910	INTEREST EARNINGS	25,000.00	34,415.10	24,000.00	2,898.79	20,000.00	3,264.44	500.00	
Revenue Total:		2,751,900.00	3,440,655.73	19,845,490.00	3,966,874.50	20,855,225.00	3,593,814.51	22,292,312.00	

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Expense								
Department: 52100 - WATER UTILITIES								
413-52100-110	Water Salaries	0.00	0.00	0.00	0.00	453,700.00	329,954.21	457,525.00
413-52100-112	Water Salaries Overtime	0.00	0.00	0.00	0.00	30,000.00	26,052.16	35,000.00
413-52100-132	Water Bonus Pay	0.00	0.00	0.00	0.00	9,175.00	7,485.00	6,911.00
413-52100-141	Water - Oasi (employer's share	0.00	0.00	0.00	0.00	39,450.00	26,298.68	40,825.00
413-52100-142	Water - Hospital and Health Ins	0.00	0.00	0.00	0.00	85,085.00	55,792.49	80,950.00
413-52100-143	Water - Retirement Current	0.00	0.00	0.00	0.00	32,050.00	23,137.87	33,725.00
413-52100-146	Water - Workmen's Compensa	0.00	0.00	0.00	0.00	17,000.00	11,212.80	18,800.00
413-52100-148	Water - Education and Training	0.00	0.00	0.00	0.00	4,500.00	2,925.00	6,000.00
413-52100-211	Water - Postage	0.00	0.00	0.00	0.00	5,000.00	4,012.35	5,825.00
413-52100-212	Water - Freight & Shipping	0.00	0.00	0.00	0.00	4,000.00	2,165.30	3,275.00
413-52100-230	Water - Publicity, Subscriptions	0.00	0.00	0.00	0.00	9,000.00	9,087.99	15,000.00
413-52100-241	Water - Electric	0.00	0.00	0.00	0.00	118,000.00	105,079.85	152,175.00
413-52100-244	Water - Natural Gas	0.00	0.00	0.00	0.00	2,850.00	2,357.51	3,425.00
413-52100-245	Water - Telephone	0.00	0.00	0.00	0.00	5,100.00	3,087.52	12,225.00
413-52100-248	Water - Internet & Cable	0.00	0.00	0.00	0.00	1,250.00	508.87	3,425.00
413-52100-252	Water - Legal Services	0.00	0.00	0.00	0.00	5,000.00	200.00	6,000.00
413-52100-254	Water - Engineer Expense	0.00	0.00	0.00	0.00	20,000.00	5,902.25	20,000.00
413-52100-258	Water - Accounting Service	0.00	0.00	0.00	0.00	6,000.00	3,812.50	4,000.00
413-52100-260	Water - Repair and Maintenanc	0.00	0.00	0.00	0.00	12,500.00	9,571.15	12,500.00
413-52100-261	Water - Repair/Maintenance V	0.00	0.00	0.00	0.00	7,500.00	2,436.34	7,500.00
413-52100-262	Water - Repair and maintenanc	0.00	0.00	0.00	0.00	25,000.00	15,521.52	25,000.00
413-52100-263	Water - Meter Replacement	0.00	0.00	0.00	0.00	340,448.23	37,824.57	440,480.00
413-52100-266	Water - Water Line and Tank M	0.00	0.00	0.00	0.00	68,500.00	26,282.55	75,000.00
413-52100-267	Water - Repair and Maintenanc	0.00	0.00	0.00	0.00	18,000.00	1,681.49	20,000.00
413-52100-289	Water - Other Travel	0.00	0.00	0.00	0.00	750.00	736.30	750.00
413-52100-293	Water - Water Testing	0.00	0.00	0.00	0.00	12,400.00	9,744.99	12,400.00
413-52100-295	Water - Dumpster Service	0.00	0.00	0.00	0.00	1,320.00	638.50	950.00
413-52100-299	Water - Other Expenses	0.00	0.00	0.00	0.00	5,000.00	3,547.25	5,000.00
413-52100-310	Water - Office Supplies	0.00	0.00	0.00	0.00	2,750.00	1,865.64	2,750.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
								2022-2023
413-52100-320	Water - Operating Supplies	0.00	0.00	0.00	0.00	8,250.00	7,615.63	12,000.00
413-52100-322	Water - Chemicals	0.00	0.00	0.00	0.00	105,000.00	95,849.87	125,000.00
413-52100-326	Water - Clothing and Uniforms	0.00	0.00	0.00	0.00	9,500.00	5,106.88	9,500.00
413-52100-331	Water - Gas, Diesel (Fuel Only)	0.00	0.00	0.00	0.00	11,250.00	7,898.20	12,350.00
413-52100-339	Water - Fire hydrant Repair an	0.00	0.00	0.00	0.00	6,000.00	432.00	6,000.00
413-52100-451	Water - Crushed Stone	0.00	0.00	0.00	0.00	10,125.00	6,740.38	12,500.00
413-52100-510	Water - Insurance	0.00	0.00	0.00	0.00	25,000.00	25,000.00	34,800.00
413-52100-540	Water - Depreciation	0.00	0.00	0.00	0.00	250,000.00	0.00	275,000.00
413-52100-613	Water - Amortization on bond	0.00	0.00	0.00	0.00	50,000.00	0.00	100,000.00
413-52100-631	Water - Interest on bonded De	0.00	0.00	0.00	0.00	28,600.00	0.00	57,188.00
413-52100-900	Water - Capital Outlay	0.00	0.00	0.00	0.00	520,000.00	206,178.87	262,000.00
413-52100-944	Lease	0.00	0.00	0.00	0.00	1,600.00	505.66	1,750.00
Department: 52100 - WATER UTILITIES Total:		0.00	0.00	0.00	0.00	2,366,653.23	1,084,250.14	2,415,504.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 52200 - SEWER UTILITIES								
413-52200-110	Sewer - Salaries	0.00	0.00	0.00	0.00	343,800.00	261,057.07	398,575.00
413-52200-112	Sewer - Salaries Overtime	0.00	0.00	0.00	0.00	30,000.00	19,291.36	30,000.00
413-52200-132	Sewer - Bonus Pay	0.00	0.00	0.00	0.00	6,175.00	5,085.00	5,780.00
413-52200-141	Sewer - Oasi (Employer-s Share	0.00	0.00	0.00	0.00	30,400.00	20,896.31	34,300.00
413-52200-142	Sewer - Hospital and health Ins	0.00	0.00	0.00	0.00	59,600.00	34,897.77	63,835.00
413-52200-143	Sewer - Retirement - Current	0.00	0.00	0.00	0.00	24,700.00	18,214.61	28,250.00
413-52200-146	Sewer - Workmen's Compensa	0.00	0.00	0.00	0.00	9,000.00	4,662.14	8,700.00
413-52200-148	Sewer - Education and Training	0.00	0.00	0.00	0.00	4,500.00	225.00	3,000.00
413-52200-211	Sewer - Postage	0.00	0.00	0.00	0.00	5,000.00	3,608.44	5,200.00
413-52200-212	Sewer - Freight & Shipping	0.00	0.00	0.00	0.00	4,000.00	3,968.75	5,925.00
413-52200-230	Sewer - Publicity, Subscriptions	0.00	0.00	0.00	0.00	15,000.00	13,238.99	15,000.00
413-52200-241	Sewer - Electric	0.00	0.00	0.00	0.00	82,000.00	42,045.97	61,225.00
413-52200-244	Sewer - Natural Gas	0.00	0.00	0.00	0.00	1,850.00	1,121.63	4,450.00
413-52200-245	Sewer - Telephone	0.00	0.00	0.00	0.00	4,500.00	2,844.70	3,850.00
413-52200-248	Sewer - Internet and Cable	0.00	0.00	0.00	0.00	525.00	-33.36	3,200.00
413-52200-249	Sewer - Step Maintenance/Pick	0.00	0.00	0.00	0.00	15,000.00	9,996.60	25,000.00
413-52200-252	Sewer - Legal Services	0.00	0.00	0.00	0.00	5,000.00	340.00	6,000.00
413-52200-254	Sewer - Engineer Expense	0.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00
413-52200-258	Sewer - Accounting Services	0.00	0.00	0.00	0.00	10,000.00	8,312.50	4,000.00
413-52200-260	Sewer - Repair and Maintenanc	0.00	0.00	0.00	0.00	12,500.00	5,178.05	12,500.00
413-52200-261	Sewer - Repair/Maintenance V	0.00	0.00	0.00	0.00	7,500.00	1,987.33	7,500.00
413-52200-262	Sewer - Repair and Maintenanc	0.00	0.00	0.00	0.00	25,000.00	23,156.11	25,000.00
413-52200-265	Sewer - Sewer Line Repair and	0.00	0.00	0.00	0.00	43,000.00	23,883.16	43,000.00
413-52200-267	Sewer - Repair and maintenanc	0.00	0.00	0.00	0.00	42,000.00	21,232.31	42,000.00
413-52200-289	Sewer - Other Travel	0.00	0.00	0.00	0.00	750.00	0.00	750.00
413-52200-292	Sewer - Sewer Chemical and La	0.00	0.00	0.00	0.00	15,000.00	9,050.05	15,000.00
413-52200-293	Sewer - Sewer Testing	0.00	0.00	0.00	0.00	3,100.00	833.34	3,100.00
413-52200-295	Sewer - Dumpster Service	0.00	0.00	0.00	0.00	47,400.00	38,578.03	54,850.00
413-52200-299	Sewer - Other Expenses	0.00	0.00	0.00	0.00	5,000.00	4,977.78	7,000.00
413-52200-310	Sewer - Office Supplies	0.00	0.00	0.00	0.00	2,750.00	2,333.30	3,500.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
413-52200-320	Sewer - Operating Supplies	0.00	0.00	0.00	0.00	8,250.00	7,738.51	12,000.00
413-52200-322	Sewer - Chemicals	0.00	0.00	0.00	0.00	70,000.00	28,011.72	50,000.00
413-52200-326	Sewer - Clothing and Uniforms	0.00	0.00	0.00	0.00	6,325.00	3,306.76	6,325.00
413-52200-331	Sewer - Gas, Diesel (Fuel Only)	0.00	0.00	0.00	0.00	11,250.00	8,560.37	11,650.00
413-52200-451	Sewer - Crushed Stone	0.00	0.00	0.00	0.00	3,375.00	6,242.87	12,500.00
413-52200-510	Sewer - Insurance	0.00	0.00	0.00	0.00	25,000.00	26,400.89	33,100.00
413-52200-540	Sewer - Depreciation	0.00	0.00	0.00	0.00	250,000.00	0.00	275,000.00
413-52200-613	Sewer - Amoritzation on bond	0.00	0.00	0.00	0.00	50,000.00	831.25	
413-52200-631	Sewer - Interest on Bonded De	0.00	0.00	0.00	0.00	28,600.00	28,553.80	
413-52200-640	INTEREST ON CONSTRUCTION	0.00	0.00	0.00	0.00	280,525.00	3,100.00	100,000.00
413-52200-900	Sewer - Capital Outlay	0.00	0.00	0.00	0.00	359,000.00	22,305.50	12,000.00
413-52200-929	Sewer - Other Building - Sewer	0.00	0.00	0.00	0.00	17,234,000.00	609,800.42	16,599,000.00
Department: 52200 - SEWER UTILITIES Total:		0.00	0.00	0.00	0.00	19,201,375.00	1,325,835.03	18,052,065.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Defined Budgets						
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023
Department: 52300 - WATER & SEWER								
413-52300-110	SALARIES	820,000.00	776,101.84	830,500.00	830,499.57	0.00	2,800.00	_____
413-52300-112	SALARIES-OVERTIME	50,000.00	44,193.82	50,000.00	44,053.37	0.00	140.00	_____
413-52300-132	BONUS PAY	14,140.00	13,840.00	15,250.00	13,960.00	0.00	0.00	_____
413-52300-141	OASI (EMPLOYER'S SHARE)	70,800.00	58,871.50	71,675.00	65,294.73	0.00	224.91	_____
413-52300-142	HOSPITAL AND HEALTH INSURA	136,800.00	101,467.57	152,150.00	142,426.87	0.00	0.00	_____
413-52300-143	RETIREMENT - CURRENT	56,600.00	55,376.09	65,666.53	62,282.60	0.00	191.10	_____
413-52300-146	WORKMEN'S COMPENSATION	30,000.00	21,992.18	30,000.00	30,000.00	0.00	0.00	_____
413-52300-148	EDUCATION AND TRAINING	4,500.00	1,742.00	4,500.00	3,590.25	0.00	0.00	_____
413-52300-211	POSTAGE	9,000.00	9,000.00	9,000.00	8,359.15	0.00	0.00	_____
413-52300-212	FREIGHT & SHIPPING	2,500.00	1,164.99	7,000.00	5,726.18	0.00	0.00	_____
413-52300-230	PUBLICITY, SUBSCRIPTIONS, AN	24,000.00	22,927.77	24,000.00	22,105.26	0.00	0.00	_____
413-52300-241	ELECTRIC	205,000.00	160,718.34	200,000.00	178,496.15	0.00	0.00	_____
413-52300-244	NATURAL GAS	6,000.00	3,863.06	6,000.00	5,336.38	0.00	0.00	_____
413-52300-245	TELEPHONE	20,000.00	18,363.73	22,000.00	21,999.19	0.00	0.00	_____
413-52300-249	STEP MAINTENANCE/PICKNEY	13,000.00	8,338.33	13,000.00	11,640.36	0.00	0.00	_____
413-52300-252	LEGAL SERVICES	10,000.00	2,080.00	10,000.00	4,420.00	0.00	0.00	_____
413-52300-254	ENGINEER EXPENSE	37,000.00	37,000.00	37,000.00	9,158.09	0.00	0.00	_____
413-52300-255	DATA PROCESSING SERVICES	6,500.00	2,648.45	6,500.00	6,500.00	0.00	0.00	_____
413-52300-258	ACCOUNTING SERVICE	11,000.00	8,025.00	11,500.00	11,500.00	0.00	0.00	_____
413-52300-260	REPAIR AND MAINTENANC-BL	25,000.00	16,115.06	25,000.00	24,999.25	0.00	0.00	_____
413-52300-261	Repair/Maintenance Vehicle	14,000.00	13,452.93	15,000.00	5,130.59	0.00	0.00	_____
413-52300-262	REPAIR AND MAINTENANCE OT	50,000.00	22,332.11	50,000.00	41,832.00	0.00	0.00	_____
413-52300-263	METER REPLACEMENT	40,000.00	40,000.00	45,000.00	35,368.75	0.00	0.00	_____
413-52300-265	SEWER LINE REPAIR AND MAIN	40,000.00	18,449.40	35,890.00	25,211.32	0.00	0.00	_____
413-52300-266	WATER LINE AND TANK MAINT	65,000.00	41,973.77	65,000.00	50,751.55	0.00	0.00	_____
413-52300-267	REPAIR AND MAINTENANCE P	60,000.00	22,019.19	50,000.00	41,256.38	0.00	0.00	_____
413-52300-289	OTHER TRAVEL	1,500.00	0.00	1,500.00	1,300.00	0.00	0.00	_____
413-52300-292	SEWER CHEMICAL AND LAB EX	20,000.00	8,447.95	15,000.00	-15,087.98	0.00	0.00	_____
413-52300-293	WATER AND SEWER TESTING	15,500.00	13,881.53	15,500.00	13,236.56	0.00	0.00	_____
413-52300-295	DUMPSTER SERVICE	30,000.00	29,464.35	30,000.00	29,999.15	0.00	0.00	_____

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 05/31/2022

								Defined Budgets	
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	
413-52300-299	OTHER EXPENSES	9,000.00	21,573.78	9,000.00	8,206.10	0.00	0.00		
413-52300-310	OFFICE SUPPLIES	5,500.00	3,706.73	5,500.00	2,984.65	0.00	0.00		
413-52300-320	OPERATING SUPPLIES	16,500.00	16,500.00	16,500.00	15,725.80	0.00	0.00		
413-52300-322	CHEMICALS	175,000.00	150,359.31	160,000.00	140,286.10	0.00	0.00		
413-52300-326	CLOTHING AND UNIFORMS	15,800.00	8,245.93	15,800.00	13,114.23	0.00	0.00		
413-52300-331	GAS, DIESEL (FUEL ONLY)	20,000.00	16,141.67	22,500.00	18,529.29	0.00	0.00		
413-52300-339	FIRE HYDRANT REPAIR AND MT	6,000.00	4,446.56	6,000.00	2,060.00	0.00	0.00		
413-52300-451	CRUSHED STONE	13,500.00	4,051.87	13,500.00	10,665.06	0.00	0.00		
413-52300-510	INSURANCE	52,000.00	51,340.64	29,250.00	29,250.00	0.00	0.00		
413-52300-540	Depreciation	0.00	541,522.00	0.00	0.00	0.00	0.00		
413-52300-551	TRUSTEE FEES	2,000.00	0.00	2,000.00	0.00	0.00	0.00		
413-52300-561	Loss on Refunding Issue	0.00	5,455.00	0.00	0.00	0.00	0.00		
413-52300-613	AMORTIZATION ON BOND PRE	135,000.00	-3,315.15	130,000.00	100,000.00	0.00	0.00		
413-52300-631	INTEREST ON BONDED DEBT	70,000.00	62,322.00	318,750.00	60,018.75	0.00	0.00		
413-52300-700	BAD DEBIT EXPENSE	5,500.00	0.00	5,500.00	0.00	0.00	0.00		
413-52300-900	CAPITAL OUTLAY	1,120,000.00	142,718.24	813,000.00	302,117.35	0.00	0.00		
413-52300-929	OTHER BUILDING- SEWER PLA	0.00	0.00	17,000,000.00	90,000.00	0.00	0.00		
413-52300-999	Miscellaneous Expense	0.00	0.40	0.00	19,943.30	0.00	0.00		
Department: 52300 - WATER & SEWER Total:		3,533,640.00	2,598,919.94	20,460,931.53	2,544,246.35	0.00	3,356.01	0.00	
Expense Total:		3,533,640.00	2,598,919.94	20,460,931.53	2,544,246.35	21,568,028.23	2,413,441.18	20,467,569.00	
Fund: 413 - WATER AND SEWER Surplus (Deficit):		-781,740.00	841,735.79	-615,441.53	1,422,628.15	-712,803.23	1,180,373.33	1,824,743.00	
Report Surplus (Deficit):		-2,271,898.18	1,757,685.09	-1,938,419.30	3,407,595.74	-519,203.23	3,140,717.31	2,412,896.26	

Fund Summary

Fund	2019-2020		2020-2021		2021-2022		Defined Budgets	
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	2022-2023
110 - GENERAL FUND	-1,688,913.18	728,258.24	-1,242,627.27	2,020,505.37	188,798.00	1,829,895.80	581,551.26	
121 - STATE STREET AID FUND	201,500.00	186,069.75	-49,605.50	-43,615.88	800.00	125,870.74	100.00	
123 - DRUG FUND	-2,745.00	1,621.31	-30,745.00	8,078.10	4,002.00	4,577.44	1,502.00	
312 - CAPITAL IMPROVEMENT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
413 - WATER AND SEWER	-781,740.00	841,735.79	-615,441.53	1,422,628.15	-712,803.23	1,180,373.33	1,824,743.00	
Report Surplus (Deficit):	-2,271,898.18	1,757,685.09	-1,938,419.30	3,407,595.74	-519,203.23	3,140,717.31	2,412,896.26	

**Budget Summary
FY 2023**

Town of Ashland City

All Funds	Estimated Beginning Cash July 1	Revenues			Total	Expenditures *(exclude depreciation for enterprise funds)		Total	Increase or (use) of Cash Balance	Estimated Ending Cash June 30
		Revenues	Debt Proceeds	Transfers-In		Transfers-Out				
General Fund	\$ 10,332,003	\$ 10,596,780			\$ 10,596,780	\$ 10,015,229		\$ 10,015,229	\$ 581,551	\$ 10,913,554
State Street Aid	665,664	200,100			200,100	200,000		200,000	100	665,764
Drug Fund	75,112	2,502			2,502	1,000		1,000	1,502	76,614
Water and Sewer Fund	17,961,080	22,292,312	16,599,000		38,891,312	17,502,065		17,502,065	21,389,247	39,350,327
Totals	\$ 29,033,859	\$ 33,091,694	\$ 16,599,000	\$ -	\$ 49,690,694	\$ 27,718,294	\$ -	\$ 27,718,294	\$ 21,972,400	\$ 51,006,259

Enterprise Funds	Estimated Beginning Net Position July 1	Revenues		Total	Expenses **(exclude capital projects and debt principal payments)		Total	Increase or (Decrease) in Net Position	Estimated Ending Net Position June 30
		Revenues	Transfers-In		Transfers-Out				
Water and Sewer Fund	\$ 17,961,080	\$ 22,292,312		\$ 22,292,312	\$ 2,645,193		\$ 2,645,193	\$ 19,647,119	\$ 37,608,199
Totals	\$ 17,961,080	\$ 22,292,312	\$ -	\$ 22,292,312	\$ 2,645,193	\$ -	\$ 2,645,193	\$ 19,647,119	\$ 37,608,199

Governmental Funds	Estimated Beginning Fund Balance July 1
General Fund	\$ 10,332,003
State Street Aid	665,664
Drug Fund	75,112
Totals	\$ 11,072,779

**Schedule of Outstanding Debt and Budgeted Debt Service
Fiscal Year 2023**

Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Principal Outstanding at June 30	Budgeted Annual Debt Service			Detailed Budget Page Number
						Principal	Interest	Total	
General	Bonds	USDA RUS Loan - Fire Truck 2020 2.125%	\$ 896,500		\$ 814,637	\$ 53,134	\$ 16,790	\$ 69,924	30
		Fire Hall -Public Building Authority of Clarksville Bond Series 2022 1.2%	\$ 5,560,000	\$ 5,293,515	\$ 266,485		\$ 100,000	100,000	30
		City Hall -Public Building Authority of Clarksville Bond Series 2022 1.93%	5,300,000	5,105,383	194,617		100,000	100,000	16
	Loan Agreements	Fire Hall Construction - USDA	5,560,000	5,560,000				-	46
		City Hall Construction - USDA	5,300,000	5,300,000				-	46
	Notes							-	
	Leases							-	
Total			\$ 22,616,500	\$ 21,258,898	\$ 1,275,739	\$ 53,134	\$ 216,790	\$ 269,924	
Water and Sewer	Bonds	Water and Sewer Revenue and Tax Bonds Series 2012A .55-3.5%	2,770,000		\$ 1,860,000	\$ 100,000	\$ 57,188	\$ 157,188	52 & 56
		Sewer Treatment Plant Loan, Bond Series 2021 1.690%	16,599,000	\$ 15,948,957	\$ 650,043		\$ 100,000	\$ 100,000	56
	Loan Agreements	Sewer Treatment Plant Loan - USDA	16,599,000	16,599,000				-	56
	Notes							-	
	Leases							-	
Total			\$ 35,968,000	\$ 32,547,957	\$ 2,510,043	\$ 100,000	\$ 157,188	\$ 257,188	
Total Outstanding Debt			\$ 58,584,500	\$ 53,806,855	\$ 3,785,782	\$ 153,134	\$ 373,978	\$ 527,112	



Master Services Agreement

Customer Tax Identification Number: 626000239

I, Gayle Bowman, HEREBY CERTIFY that I am Finance Director of Town of Ashland City_(“Customer”),

a Government Entity. TN

I further certify that I have full power and lawful authority to execute this Master Services Agreement (“MSA”) on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association (“Bank”) is hereby designated as Customer’s banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer’s accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an “Account Signer”) are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank’s treasury management services (“Treasury Management Service(s)”) are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the “Services Agreement”). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a “Treasury Management Signer”) are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

Master Services Agreement

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with _____ authorizing Customer to act on such entity's behalf.

Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
Print name: Gayle Bowman
Print title: Finance Director
Email address: _____
Date: 06/01/2022

Signature: _____
Print name: Alicia Martin
Print title: City Recorder
Email address: _____
Date: 06/01/2022

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

For Internal Use Only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
BLUECROSS BLUESHIELD OF TENNESSEE, INC.
AND
TOWN OF ASHLAND CITY**

This Administrative Services Agreement, including all Attachments hereto ("Agreement"), is entered into by and between Town of Ashland City ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross") for administration of Employer's Health Reimbursement Arrangement ("HRA"), and is effective as stated in Article IV of this Agreement. Employer and BlueCross are collectively referred to in this Agreement as the "Parties."

Employer has established a plan to reimburse eligible Employees of the Employer for certain eligible health care expenses incurred ("HRA Plan"). The eligible Employees and their eligible Dependents are collectively referred to as "Members" in this Agreement, and that term is further defined in the Employer's health benefit plan ("Plan"). The HRA Plan and the Plan are component parts of a single medical welfare benefit sponsored by the Employer. BlueCross administers the HRA Plan as a component of the medical Plan. Eligible Employees who enroll in the Employer's health benefit plan are referred to as "Subscribers." "Members" and "Subscribers" are further defined in the Employer's HRA Summary Plan Description ("SPD").

This Agreement outlines the rights and responsibilities of the Parties related to the administration of HRA Plan. In consideration of the Parties' mutual promises, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

- 1.1 BlueCross. BlueCross is responsible for providing ministerial administrative services in accordance with the terms of the HRA Plan, and other duties specifically assumed by it pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to HRA funding or reimbursements. BlueCross will use its reasonable business judgment in performing its duties under this Agreement, and will administer the benefits under the HRA Plan in accordance with BlueCross' customary administrative standards and practices. BlueCross shall perform its duties in accordance with the terms of this Agreement and generally accepted standards applicable to claims administration, including other plans licensed by the BlueCross BlueShield Association ("Association"). BlueCross may designate a third party vendor to perform any of its duties; however, such designation shall not release BlueCross from its obligations pursuant to this Agreement.
- 1.2 Employer. Employer is responsible for providing BlueCross with any changes to the SPD, and the necessary information to determine Employee and Dependent eligibility under the health benefit plan and the HRA Plan, and other duties and services as described elsewhere in this Agreement. Employer shall fund all Eligible Medical Expenses, and shall pay BlueCross an administrative services fee for providing its services under this Agreement. Employer may designate a third party to perform any of its duties under this Agreement; however, such designation shall not release Employer from its obligations pursuant to this Agreement. Any reference to "Employer" in this Agreement shall also include third party(ies) designated by Employer to perform any of its duties or obligations under this Agreement.

- 1.3 ERISA Fiduciary Responsibility. Employer is solely responsible for complying with all applicable provisions of ERISA. This includes the fiduciary responsibilities of administering its health benefit plans and the HRA and maintaining adequate funding to support these plans. Employer is also responsible for, among other things, preparing and providing its covered employees with copies of SPDs describing its HRA Plan and, as applicable, with copies of summaries of material modifications. Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of its health benefit plans, as that term is defined in ERISA. For purposes of ERISA, the "Plan Administrator" is Employer.
- 1.4 Confidentiality. The Parties acknowledge that this Agreement and information provided to the other Party that is identified as confidential information, including, but not limited to, reimbursement information, group membership lists, marketing information and information obtained from and/or about the Association and its programs ("Confidential Information"); shall be treated as confidential, proprietary or trade secret information. A Party may release Confidential Information to providers or its affiliates, or their respective directors, partners, officers, employees, advisors and other representatives ("Representatives") who: have a need to know such Confidential Information, for purposes of their participation in or oversight of matters within the scope of this Agreement; and are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. Each Party shall advise its Representatives of their obligation to maintain the confidentiality of such information. Each Party is responsible if its Representative breaches this section. Neither Party shall otherwise release nor disclose such Confidential Information to third parties without the other Party's prior written consent, except as required by law. This paragraph shall survive the termination of this Agreement.

Notwithstanding anything herein to the contrary, the following shall not constitute Confidential Information for the purposes of this Agreement: (a) Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a Party or its Representatives; (b) Confidential Information that was available to the Parties on a non-confidential basis prior to its disclosure by a Party or its Representatives; or (c) Confidential Information that becomes available to the Parties on a non-confidential basis from a third party, provided that third party is not known to be subject to any prohibition against transmitting that information.

The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

ARTICLE II - DEFINITIONS

All capitalized, defined terms in this ASA shall have the meanings specified in the various Articles in which they appear, or as defined in the HRA SPD.

ARTICLE III – PAYMENT OF ADMINISTRATIVE SERVICES FEES AND FUNDING OF HRA CLAIMS

- 3.1 Administrative Services Fees in General. The Employer shall pay the invoiced amount for BlueCross' administrative services fees. Such payments shall be made within Thirty (30) days of the Due Date specified on the invoice or bill from BlueCross.
- 3.1.1 The initial administrative services fee shall be due and payable on the effective date of this Agreement. The administrative services fee is due on the date reflected on the invoice each month thereafter.

- 3.1.2 The administrative services fee will be determined on a month-by-month basis based on enrollment. The process that BlueCross will follow to determine each monthly administrative services fee total is set out below.
- 3.1.3 Changes in Administrative Services Fee. The administrative services fee shall remain in effect for the period stated in Article IV, subject to the exceptions stated in the following subparagraphs.
 - 3.1.3.1 BlueCross may increase the administrative services fee to cover reasonably anticipated increased costs resulting from changes in the HRA, legislation or regulation, with the increase to become effective on the date such changes are effective.
 - 3.1.3.2 In the event of the termination of a subsidiary, operation or class of employees covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such termination.
 - 3.1.3.3 In the event of the addition of a subsidiary, operation or class of employees not previously covered under this Agreement, BlueCross may revise the administrative services fee on the effective date of such addition.
 - 3.1.3.4 In the event the number of employees covered under this Agreement fluctuates more than Ten (10%) percent, BlueCross may revise the administrative services fee on the first day of any month following the change upon giving Employer at least Thirty (30) days advance written notice.
- 3.1.4 Administrative Services Fee. Employer shall pay to BlueCross the following administrative services fee during the Term of this Agreement:

\$4.00 per month per Subscriber, as that term is defined in the Plan.

The above charges and/or expenses shall be computed separately with respect to each Agreement Year, and no amounts shall be carried forward with respect to any Agreement Year. Employer shall pay the administrative services fee for all Subscribers enrolled in the HRA or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the appropriate administrative services fee for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. If a Subscriber becomes enrolled in the HRA after the Fifteenth (15th) of any month, there shall not be a partial administrative services fee for that month; Employer will pay an administrative services fee for that Subscriber for the first full month of participation in the HRA. Similarly, if a Subscriber terminates coverage under the Plan on or before the Fifteenth (15th) of any month, BlueCross will credit Employer for the administrative charge for that Subscriber for that entire month. That credit will appear on Employer's administrative services fee invoice within Sixty (60) days of termination of that Subscriber's coverage. However, Employer will pay a full month's administrative services fee for any Subscriber that terminates participation in the HRA on or after the Fifteenth (15th) of any month, and a full month's administrative services fee for any Subscriber that enrolls on or before the Fifteenth (15th) of any month.

- 3.1.4.1 Included in the administrative services fee is the cost of certain reports, as listed below:
 - HRA Monthly Summary Report

HRA Weekly Claims Billing Invoice
HRA Weekly Claims Billing Summary
HRA Weekly Claims Billing Detail

3.1.5 Funding Timing Methodology for Administrative Services Fee. BlueCross will adhere to the following schedule in notifying Employer of the funds necessary to pay the administrative services fee:

On the Twentieth (20th) day of each month, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross' administrative services fees for the following calendar month, and funds necessary to complete any adjustments to claims, fixed, previously agreed-upon charges, previous administrative services fees and any due late fees. The Employer will remit the amount specified by BlueCross within Thirty (30) days of the first of each month ("Due Date"). If the full amount specified by BlueCross pursuant to this paragraph is not received by BlueCross within that time period, BlueCross may immediately suspend adjudication of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross. If BlueCross elects to not suspend claim adjudication on behalf of the Employer, the Employer shall pay a late payment penalty of One (1%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2 Claims Funding Methodology. The Employer shall pay the invoiced amount for claims processed and approved for payment by BlueCross in accordance with this Agreement. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearing House Authorization Agreement ("ACH"), and is attached by reference to this Agreement. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of the Employer's obligations pursuant to this Agreement. Employer's assets are the only source of payment of claims or any other benefit provided by the HRA Plan.

3.2.1 Claims Funding Methodology. On a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that will be needed to fund claims for the preceding week. BlueCross shall simultaneously initiate the debit for claims to be paid. The debit will clear the Employer's account the following business day. BlueCross adjudicates claims in accordance with its internal administrative procedures.

3.2.1.1 If the full amount specified by BlueCross pursuant to this paragraph is not available to BlueCross within that time period, BlueCross may immediately suspend payment of all claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross.

3.2.1.2 If BlueCross elects not to suspend claim payments on behalf of the Employer, the Employer shall pay a late payment penalty of One and half (1½%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

3.2.1.3 If a partial amount is available, BlueCross may elect to utilize those funds to pay claims until full payment is made by Employer. BlueCross has full

discretion to determine which claims will be paid with these partial funds, and may or may not exercise that discretion.

3.2.1.4 BlueCross shall provide Employer with a list of claims paid on behalf of the Employer, within Thirty (30) calendar days following the end of each month during which this Agreement remains in effect.

3.2.1.5 Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer’s debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by the Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to the Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.

3.3 Additional Administration Charge. In addition to the monthly administrative services fee, the cost of the service outlined below will be billed as a direct cost to the Employer.

3.3.1 BlueCross will collect the following recoveries for Employer.

3.3.1.1 Subrogation recoveries. BlueCross will enforce Employer’s subrogation rights; as consideration for this service, it will receive a fee of Fifteen (15%) percent the recovery from each subrogation case. Employer will be responsible for:

- Any outside attorneys’ fees incurred in enforcing the Plan’s subrogation rights; and
- Other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs, discovery expenses and expert witness fees. BlueCross will obtain Employer’s approval before incurring any expert witness fees or expenses. Employer will advance said expenses if required in the preparation of its case(s) for trial.

Once a subrogation case has been finalized, and BlueCross has received the money, it will deduct its fee, the attorneys’ fee (if any) and any other litigation expenses from the recovery. The remaining amount is the net recovery, and the net recovery will be credited on Employer’s next claims invoice.

ARTICLE IV - TERM AND TERMINATION

4.1 Term. This Agreement becomes effective at 12:01 A.M. July 1, 2022 ("Effective Date") and shall remain in effect until the earliest of the following events:

4.1.1 Until June 30, 2023, unless the Employer and BlueCross agree to extend the term prior to June 30, 2023;

4.1.1.1 After the initial term of this Agreement, either Party may give the other Party Sixty (60) days advance written notice of its intent to terminate this Agreement.

4.1.2 Any other date mutually agreed upon by the Parties; or

- 4.1.3 Any of the events specified in Section 4.2.
- 4.2 Termination by BlueCross. Notwithstanding the provisions of Section 4.1 above, this Agreement will automatically terminate upon the occurrence of any of the following events, as determined by BlueCross:
- 4.2.1 The Employer's failure to provide adequate funds, as set forth in Article III, as necessary for the reimbursement of Eligible Medical Expenses pursuant to the HRA;
- 4.2.2 The Employer's failure to pay any administrative services fees or late payment penalty;
- 4.2.3 The Employer ceases to maintain the health benefits plan or the HRA;
- 4.2.4 At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately fund the HRA, and the Employer has failed to immediately provide adequate assurances of such ability to BlueCross; or
- 4.2.5 At any time the Employer otherwise materially breaches this Agreement, after the procedures in Section 4.6 have been followed.
- 4.3 Termination for Invalid Use of Information. Employer will use any information BlueCross makes available solely for the purpose of administering the Employer's HRA Plan under this Agreement and in accordance with applicable law. Employer agrees to hold BlueCross harmless for any claim, action or loss that may arise at any time in the future out of Employer's unauthorized or unlawful use of any such information. Furthermore, if the Employer uses the information for another purpose, BlueCross will consider that action a material breach. This Agreement will then be subject to immediate termination.
- 4.4 BlueCross' Right to Reinstate. BlueCross has the sole discretion to decide to reinstate this Agreement if it was terminated pursuant to Subsections 4.2 or 4.3. If BlueCross elects to reinstate this Agreement, Employer shall be responsible for reinstatement fees that may apply.
- 4.5 Termination by Employer. Notwithstanding the provisions of Section 4.1 above, the Employer may terminate this Agreement immediately if the following occurs:
- 4.5.1 If BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State; or
- 4.5.2 At any time BlueCross materially breaches its duties under this Agreement, after the procedures in Section 4.6 have been followed.
- 4.6 Material Breach Defined. A material breach is the failure by one Party ("breaching Party") to perform or carry out a function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other Party ("non-breaching Party"). If the non-breaching Party determines that a material breach has occurred, it must notify the breaching Party in writing of the breach as soon as it is practicable to so notify, and must allow the breaching Party Thirty (30) days to cure or correct the breach. If the breach is not cured or corrected in that Thirty (30) day period, the non-breaching Party may provide Thirty (30) days' notice of termination.
- 4.6.1 If either Party disputes a claimed material breach or that a material breach has been cured or corrected, it may immediately request dispute resolution, pursuant to the terms of this Agreement.
- 4.6.2 BlueCross' termination of this Agreement in accordance with Subsection 4.2.1, 4.2.2, and 4.2.3, shall not be subject to the notice provisions of this subsection, nor

entitle the Employer to submit the dispute for resolution pursuant to Article VI, below.

- 4.7 Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect if this Agreement is terminated, except as follows:
- 4.7.1 The Parties' rights and obligations intended to survive termination of this Agreement, including Section 1.4 of this Agreement, shall continue in effect notwithstanding its termination.
 - 4.7.2 Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the Parties arising out of transactions occurring prior to termination.
 - 4.7.3 The termination of this Agreement does not excuse the Employer from forwarding to BlueCross any and all fees, monies, or reimbursements accrued through the date of termination. If termination occurs retroactively, any and all fees, monies, or reimbursements accrued through the date that actual written notice of termination is received by BlueCross shall be payable to BlueCross by Employer.
- 4.8 Administration after Termination. The termination of this Agreement shall not relieve either Party from any obligations formed under this agreement. BlueCross shall process Run Out Claims that BlueCross receives within the 180 day period following the date of termination of this Agreement or within such other period that the Parties agreed to in writing ("Run Out Period"). "Run Out Claims" refer to those claims for HRA reimbursements for Eligible Medical Expenses incurred prior to, but received after, the date of termination of this Agreement. The date an Eligible Medical Expense is "incurred" is the date the particular service was rendered. There is no administrative fee for BlueCross to administer Run Out claims. BlueCross will not process any claims it receives after the end of the Run Out Period.

Throughout the Run Out Period, Employer shall maintain its account in accordance with Article 3 of this Agreement.

Employer shall pay Run Out Claims invoiced within 180 days following the end of the Run Out Period.

- 4.9 Upon termination of this Agreement, the Employer must pay charges for the cost of producing any report in advance of receiving the requested report. Among other things, this applies to post-termination audits, requests from replacement claims administrators, and requests from the Plan Administrator.

ARTICLE V – LIABILITY AND INDEMNIFICATION

- 5.1 BlueCross. BlueCross neither insures nor underwrites any of the Employer's obligations or liabilities under the HRA Plan. Employer will indemnify BlueCross for actions taken at the Employer's direction. BlueCross is responsible solely for its acts and for the acts of its agents and employees acting within the scope of their duties under this Agreement. The term "agents" includes, but is not limited to, third parties utilized by BlueCross to perform BlueCross' administrative duties under this Agreement. BlueCross is not responsible for any acts or omissions of any outside vendors associated with or contracted by the Employer.
- 5.1.1 BlueCross hereby agrees to indemnify and hold harmless the Employer, its directors, officers, employees and agents against any and all vicarious liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, actions or

decisions arising directly from a failure by BlueCross, or its employees or agents, to exercise the standard of care that is expected of a similarly situated administrator, with the same level of expertise, that is providing the services described herein, unless the cause of such liability was the result of the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents, or resulted from the direction given by Employer or its directors, officers, employees or agents in the administration of the Plan.

5.1.2 BlueCross' liability to Employer pursuant to Subsection 5.1.1 of this Agreement shall be limited to the value of the administrative services fees received by BlueCross prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross' liability, whichever is greater.

5.1.3 Notwithstanding the foregoing, BlueCross' duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of any non-employee providers who provide services to participants in Employer's HRA Plan.

5.2 Employer. The Employer hereby agrees to indemnify, defend and hold harmless BlueCross, its directors, officers, employees and agents against any and all liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, any actions or decisions relating to the administration of the Plan unless the cause of such liability was the result of BlueCross' or any of its directors', officers', employees' or agents' failure to uphold the standard of care established in Subsection 5.1.1. Further, the Employer agrees to indemnify and hold harmless BlueCross for any Taxes or Penalties, as specified in Article VII of this Agreement.

ARTICLE VI - DISPUTE RESOLUTION

6.1 Binding Arbitration. Any dispute related to this Agreement that the Parties are unable to resolve through informal discussion or some other mutually acceptable dispute resolution procedure (e.g., mediation).

ARTICLE VII – EMPLOYER'S DUTIES

7.1 Services. As long as this Agreement remains in effect, Employer shall:

7.1.1 Provide BlueCross with a current, detailed description of the HRA Plan and any changes in such HRA Plan;

7.1.2 Provide BlueCross with the necessary Subscriber and Member eligibility information to enable BlueCross to administer the HRA Plan; and

7.1.3 Perform other duties and services as described in this Agreement.

7.2 Notification Regarding Members. Employer shall notify BlueCross of the addition or deletion of Members to the HRA Plan as it does in its health benefit plan described below:

7.2.1 When a new Member should be added, Employer shall notify BlueCross within Thirty (30) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.

7.2.2 When a Member should be terminated from coverage under the HRA Plan, Employer shall notify BlueCross within Thirty (30) days of the effective date of that Member's termination.

7.2.3 If the HRA Plan covers domestic partners, Employer shall ensure the HRA Plan's compliance with all laws and regulations, including but not limited to, the IRS requirement regarding domestic partners. It is the Employer's sole responsibility to comply with these requirements and to ensure that the HRA Plan does not lose its tax exempt status due to any violations or failure to meet any legal requirements.

7.3 Annual Benefits Provided by the Employer. Employees and their Dependents shall be entitled to reimbursement for their documented, Eligible Medical Expenses incurred during the Benefit Period. The Employer sets the annual fixed amount in writing.

7.4 Final Authority. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the HRA Plan including, but not limited to, claims payment decisions, cost containment program decisions, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), compliance with the requirements of ERISA, compliance with reporting and remitting abandoned property funds if required by law, and compliance with any other state and federal laws or regulations applicable to the Employer or the administration of the HRA Plan.

If Employer uses the services of a third party to provide enrollment data and that third party's data does not match BlueCross' data, BlueCross' data will be used to determine the administrative services fee. BlueCross will work with Employer to resolve the discrepancy. If no agreement can be reached, BlueCross' records will control. Until the dispute is resolved, Employer must pay the administrative services fee as indicated, based on BlueCross' records.

Employer must submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to rely on Employer's instructions in performing its duties under this Agreement.

BlueCross will administer claims in accordance with the terms and conditions of this Agreement. A Member has the right to appeal any decision regarding or arising out of this Agreement, which is governed by the grievance process defined in the Plan.

7.5 Eligibility and Enrollment. As of the first day of the Term of this Agreement, the Employer will have delivered enrollment information regarding Members to BlueCross. The Employer shall deliver all Employee and Dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the Parties.

7.5.1 The Employer shall be responsible for providing each Subscriber with a copy of the SPD.

7.6 Financial Obligations.

7.6.1 Claims Funding. Employer is financially responsible for the funding of all Approved Claims, and is the Payor of benefits for Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services under the Plan.

7.6.2 Administrative Services Fees; Late Charges. Employer agrees to pay promptly all administrative services fees and/or other charges specified in this Agreement.

7.7 Taxes.

7.7.1 If at any time, during or after the term of this Agreement, BlueCross is required to pay any federal, state or local taxes based upon or measured by the amount of (i)

fees paid or payable to BlueCross for services provided under this Agreement, or (ii) claims paid pursuant to this Agreement (collectively "Taxes") or is required to pay any penalties or interest assessed or accrued on any Taxes (collectively "Penalties"), Employer will pay BlueCross an additional amount equal to the Taxes and Penalties plus any Taxes and Penalties based upon or measured by the payment by Employer of these additional amounts.

- 7.7.2 Employer will pay these additional amounts to BlueCross within Thirty (30) days following mailing of written notice to Employer of the additional amounts due. Payments not received within the Thirty (30) day period are subject to the late payment charge described in Article III of this Agreement.
- 7.7.3 Employer will pay these additional amounts even if the validity of Taxes or Penalties has not been finally determined. If it is finally determined that such Taxes or Penalties were not valid, to the extent such Taxes and/or Penalties are refunded or otherwise returned to BlueCross by the appropriate federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross' regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Taxes or Penalties.
- 7.7.4 If Employer has paid BlueCross an additional amount equal to the Taxes but, as of the time of this payment, Penalties had not yet accrued or been assessed, Employer will not be required to pay any additional amount to BlueCross based upon or measured by subsequently accrued or assessed Penalties.

7.8 Use of Names and Service Marks. The Employer agrees to allow BlueCross to use the Employer's name and service mark on identification cards and other forms necessary to implement this Agreement, and to promote the Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use the Employer's name or service mark for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are the sole property of BlueCross and BlueCross retains the right to the use and control thereof. The Employer shall not use BlueCross' name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross and shall cease any such usage immediately upon written notice by BlueCross or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of the Association, whether presently existing or hereafter established, are the sole property of the Association and the Association retains the right to the use and control thereof. Employer shall not use the Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Association and shall cease any such usage immediately upon written notice by the Association or upon termination of this Agreement, whichever is sooner.

7.9 Audit of BlueCross. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BlueCross in administering its HRA Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BlueCross, unless Employer has a compelling reason, to be determined at the discretion of BlueCross, and needs such information to perform its duties in administering the HRA Plan. If

Employer needs access to Confidential Information in order to perform such an audit of BlueCross, it shall be subject to Section 7.10 of this Agreement.

- 7.9.1 If Employer uses the services of a third party to perform all or any part of an audit, the Employer and that third party must both execute BlueCross' current Audit Agreement.
- 7.9.2 Employer may perform a simple audit of BlueCross once during the Calendar Year while this Agreement is in force without any charge by BlueCross. A "simple audit" is one that requires less than Fifty (50) person hours of work by BlueCross employees to assist in the audit. The Employer must negotiate the cost, parameters, etc. with BlueCross for an audit that does not fit this definition.
- 7.9.3 Should Employer contract with a third party to perform a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.) that may be found by the third party in its audit, BlueCross will cooperate with said third party in the conduct of such contingent fee audit. The Parties agree that BlueCross will incur costs in defending its claims adjudication. In consideration for this and BlueCross' cooperation with the auditor, Employer agrees that, in the event the auditor cannot specifically prove that certain claims were adjudicated incorrectly by BlueCross, Employer will reimburse BlueCross the lesser of:
 - 7.9.3.1 Three (3%) percent of the claims the auditor cannot specifically prove were adjudicated incorrectly; or
 - 7.9.3.2 BlueCross' costs to defend each claim that the auditor alleges were incorrectly adjudicated; or
 - 7.9.3.3 A flat fee of \$1,500.00.
- 7.9.4 Employer's right to audit BlueCross without any additional charge terminates with the termination of this Agreement.

7.10 Access to Confidential Information. From time to time, representatives of Employer may need access to certain Confidential Information in order to perform its duties under the HRA Plan. Before BlueCross will release any Confidential Information regarding a Member covered under the Plan, BlueCross must receive from the Employer:

- 7.10.1 Authorization to release the Confidential Information to a specific representative; and
- 7.10.2 A statement that the representative must have such information in order to perform their job as it relates to the administration of the Plan.

Additionally, the representative must sign and return BlueCross' current Confidentiality Agreement to BlueCross before BlueCross is under any obligation to release any Confidential Information.

7.10.3 The Parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

ARTICLE VIII - BENEFITS UNDER HRA

8.1 Annual Benefits Provided by the HRA Plan. Each Subscriber shall be entitled to reimbursement for his/her documented, Eligible Medical Expenses incurred during the Benefit Period in an amount not to exceed the amount specified in this Agreement and in accordance

with the payment ordering rules, which determine whether benefits are paid under this Plan before or after some other plan or reimbursement arrangement.

- 8.2 Cost of Coverage. With the exception of coverage continuation situations, the Employer bears the entire expense of providing the benefits set out in Section 8.1.
- 8.3 Claims for Benefits. No benefit shall be paid unless a Member's claim for benefits has been submitted to BlueCross. BlueCross will pay the claim as soon as administratively feasible.

ARTICLE IX – BLUE CROSS' DUTIES

- 9.1 Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the HRA Plan only as expressly stated in this Agreement and its Attachments and amendments. Employer and BlueCross agree that BlueCross' role under this Agreement is to provide administrative services in accordance with the terms of the HRA for Members that BlueCross does not assume any financial risk or obligation with respect to HRA Plan claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the HRA Plan's assets, if any, or discretionary authority over the HRA Plan.
- 9.2 Enrollment Forms. BlueCross shall enroll those individuals who have completed an enrollment form for the health plan, and are identified by the Employer as eligible for benefits under the HRA Plan on the effective date of the HRA Plan, and subsequently during the continuance of this Agreement. The Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.). BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold BlueCross harmless for inaccurate information provided by the Employer or the Employer's failure to provide such information in a timely manner.
 - 9.2.1 BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for enrollment and submission of any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.
 - 9.2.2 Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.
 - 9.2.3 Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems to reflect that change in the Member's coverage.
 - 9.2.3.1 If Employer notifies BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will credit Employer with any administrative services fees that were paid for that Member for that time period.
 - 9.2.3.2 If Employer does not notify BlueCross of a Member's termination within Ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent Ninety (90) day period of administrative services fees that were paid by Employer for that Member's coverage.
 - 9.2.4 BlueCross will provide its HRA SPD describing benefits provided under the HRA to Employer for it to distribute to Members.
- 9.3 Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims, in accordance with the terms of the HRA Plan's benefits. BlueCross shall only use funds furnished solely by Employer to process said claims.

BlueCross will follow current industry practices and its internal claims processing procedures regarding adjudication of claims, including timeliness and accuracy of claims payments. For purposes of this Agreement, the term “claim(s)” is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the terms of the HRA Plan.

- 9.3.1 When necessary, BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the HRA Plan under this Agreement.
- 9.3.2 BlueCross shall furnish each Member claiming benefits under the HRA Plan with an explanation of each claim that is paid, denied or rejected.
- 9.3.3 BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the grievance procedure defined in the SPD; however, the Employer shall retain final discretionary authority and responsibility for claims payment decisions.
- 9.3.4 If Employer notifies BlueCross of a Member’s termination from coverage after the termination date, and claims for that Member were paid in the interim, BlueCross shall request reimbursement from providers on Employer’s behalf. However, if the Employer does not notify BlueCross of a Member’s termination from coverage for Ninety (90) days or more after the date of Member’s termination, BlueCross shall not be obligated to attempt to collect any claim payments that were incurred more than Ninety (90) days before notice of termination was received by BlueCross.
 - 9.3.4.1 If benefits were paid directly to a Member, BlueCross will attempt recovery. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.
 - 9.3.4.2 If Employer’s health benefit plan includes coverage for pharmacy benefits that are paid by BlueCross’ pharmacy vendor, claims paid after a Member’s termination cannot be recovered from the provider. BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.
 - 9.3.4.3 If a claim payment is less than Fifty (\$50) dollars, BlueCross has no obligation to attempt to collect said claim payment.
 - 9.3.4.4 If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.
 - 9.3.4.5 If benefits are not recoverable from a provider or Member, this will not alter Employer’s responsibility to fund all claims.
- 9.3.5 BlueCross, or its designee, may perform periodic audit of charges to verify that payments have been made in accordance with electronic claims payment assumptions, in order to provide reasonable certainty that payments are allowable under the IRS rules and regulations.
- 9.3.6 BlueCross, or its designee, will notify the appropriate Subscriber and Employer when funds have been improperly withdrawn.

- 9.3.7 BlueCross, or its designee, will post balances in accounts, and post additional deposits and withdrawals as they occur.
- 9.3.8 Incentives. Employer shall fully fund any incentives offered as part of the HRA Plan. Such expense shall be billed to Employer by BlueCross, as appropriate, in the same manner as Claims (Please see Section 3.2 – Claims Funding Methodology). Employer shall periodically, in a time and format agreed to between the Parties, inform BlueCross of Subscribers that are entitled to receive incentives under the HRA Plan.

9.4 Claims Payments Adjustments.

- 9.4.1 Whenever BlueCross becomes aware of an overpayment under the HRA, BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures. In the event any part of an overpayment is recovered, the HRA Plan will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross may use its reasonable judgment to compromise and settle overpayments.
- 9.4.2 BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:
 - 9.4.2.1 the overpayment was caused by an act or omission of BlueCross that did not meet its standard of care set out in this Agreement;
 - 9.4.2.2 all reasonable means of recovery under the circumstances have been exhausted; and
 - 9.4.2.3 BlueCross' acts or omissions were not undertaken at the express direction of Employer.
- 9.4.3 BlueCross is not liable for interest on recovered overpayments.
- 9.4.4 Except in cases of fraud committed by the Provider, BlueCross cannot, under Tennessee state law, recover overpayments from Providers more than Eighteen (18) months after the date that BlueCross paid the claim submitted by the Provider.
- 9.4.5 In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than One (1) years before the overpayment is discovered and reported to BlueCross by the Employer.

9.5 In the event that BlueCross becomes aware that a claims payment to a Provider or Member was or might have been the result of a fraud committed on or against the Plan, BlueCross shall:

- Notify the Plan as soon as possible about the alleged fraudulent claims;
- Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and
- Report the suspected fraud to the appropriate law enforcement agency.

9.6 Legal Actions.

9.6.1 If a demand is asserted that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member ("Action"):

- 9.6.1.1 BlueCross will provide written notice to Employer as soon as practicable, but in no event more than One Hundred Twenty (120) days after the initial notice of such Action was received by BlueCross, where Employer is not also a party to such Action. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross. Employer has the right to approve or disapprove this selection, within reason.
- 9.6.1.2 Subject to the indemnity provisions of this Agreement, Employer shall indemnify and defend BlueCross in any such action, and shall be responsible for the defense costs for BlueCross.
- 9.6.1.3 Employer will provide BlueCross with reasonable cooperation in the defense of such Action.
- 9.6.1.4 Subject to the indemnity provisions of this Agreement, Employer shall remain liable for the full amount of any benefits paid as a result of such Action, in addition to all costs of legal fees, penalties, interest and other expenses recovered by a Member or health care provider in connection with the Action. In no event will BlueCross be liable for any amount of benefits paid as a result of any Action or any legal fees or costs recovered by a Member, or provider in connection therewith.

9.6.2 If an Action is brought against Employer:

- 9.6.2.1 Employer will select and retain counsel and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.
- 9.6.2.2 BlueCross will provide Employer with reasonable cooperation in the defense of such Action.
- 9.6.2.3 Subject to the indemnity provisions of this Agreement, Employer shall be liable for the full amount of any benefits paid as a result of such Action, as well as any legal fees, penalties, interest and costs recovered by a Member or provider in connection therewith. In no event will BlueCross be liable for any amount of benefits paid as a result of such Action or any legal fees or costs recovered by a Member or provider in connection therewith.

9.7 Records and Reports. BlueCross will establish, maintain and provide to the Employer, in its standard reporting package, records and reports generated as a result of the administration of the HRA Plan.

9.8 Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. It shall make such books and records available for inspection by authorized representatives of Employer at BlueCross' home office, during normal business hours, upon reasonable advance written request, at the Employer's expense, during the term of this Agreement and for Six (6) years from the date of the final payment under this Agreement, subject to the Employer entering into an Information Sharing Agreement or Confidential Information and Non-Disclosure Agreement.

9.9 Claims Data. BlueCross maintains Members' claims data in its data warehouse. This claims data is available to the Employer during the term of this Agreement. Upon termination of this Agreement, this claims data will no longer be available to the Employer from the data warehouse, but it will continue to be maintained by BlueCross. Pursuant to the HIPAA privacy standards, it is infeasible for BlueCross to return or destroy the Member's claims data received from the group health plan due to, but not limited to:

- underwriting;
- research;
- state and federal law retention requirements;
- governmental audits;
- potential litigation; and
- system restraints for segregating data.

BlueCross will protect the data and limit further uses or disclosures as required by HIPAA.

9.10 Subrogation. BlueCross shall enforce Employer's right to subrogation, as established in the SPD.

9.10.1 Once subrogation recoveries begin, BlueCross will provide monthly reports to Employer upon request, detailing: (a) recoveries for the immediately past month; (b) year-to-date recoveries; (c) open cases as of the end of the immediately past month; and (d) cases closed with no recovery.

9.10.2 BlueCross may use its reasonable judgment to determine when a subrogation claim should be compromised and settled for less than its full value.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 Acceptance. The attached Employer Group Application form is a part of this Agreement. It is incorporated by reference.

10.2 Acceptance by Payment of Fees.

BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by signing the below. In the event that Employer has not signed the Agreement by July 1, 2022, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.

10.3 Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of the Employer and BlueCross.

The Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes.

10.4 Assignment. This Agreement may be assigned to a subsidiary or affiliate of the Employer upon Ninety (90) days prior written notice to, and with the express written consent of, BlueCross. BlueCross shall not unreasonably withhold its consent to any such assignment by Employer.

- 10.5 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the Parties hereto.
- 10.6 Impossibility of Performance. If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected Party shall notify the other of the nature of that act or omission (“Adverse Event”). The Parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the Parties fail to reach a negotiated modification concerning the Adverse Event, then the affected Party may immediately terminate this Agreement upon giving written notice to the other Party.
- 10.7 Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.
- 10.8 Independent Contractors.
- 10.8.1 This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other Party.
- 10.8.2 On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer and BlueCross which is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross and BlueShield Plans permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.
- 10.8.3 The Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.
- 10.8.4 Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross’ obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.
- 10.9 Notices. Any notice required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, to BlueCross or the Employer at the addresses indicated herein, or such other addresses that the Parties may hereafter designate. The notice shall be effective on the date the notice was posted.
- 10.10 No Third Party Rights. Except as specifically stated herein, none of the provisions of this Agreement is intended to create third party rights or status in any person or entity.
- 10.11 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions shall remain in force and effect, unless the severance of that provision

substantially deprives a Party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.

- 10.12 Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.
- 10.13 Survival. The rights and obligations of the Parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.
- 10.14 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 10.15 Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.
- 10.16 Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to Center of Medicare & Medicaid Services. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.

BLUECROSS BLUESHIELD OF TENNESSEE, INC.

TOWN OF ASHLAND CITY

By: _____
Printed Name: _____
Title: _____
Date: _____
Address: _____

By: _____
Printed Name: _____
Title: _____
Date: _____
Address: 233 Tennessee Waltz
Parkway
Ashland, TN 37015
Employer ID No. 62-6000239

Attachment 1 to Health Reimbursement Arrangement

DIRECT DEBIT AUTHORIZATION AGREEMENT

The Employer has signed a separate Direct Debit Authorization Agreement, which is hereby incorporated by reference as part of this Agreement.

Attachment 2 to Health Reimbursement Arrangement

BUSINESS ASSOCIATE AGREEMENT **Between** **BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.** **and** **Town of Ashland City**

This Business Associate Agreement (“BAA”) is effective upon execution and amends and is made part of the Administrative Services Agreement (“ASA”) by and between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”), Town of Ashland City (“Employer”) assigned Employer Group Number 125011, and the Group Health Plan (“GHP”).

The ASA is modified to incorporate the terms of this HIPAA Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as modified by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), and the implementing regulations (“HIPAA Rules”) that are applicable to BlueCross, along with any guidance and/or regulations issued by United States Department of Health and Human Services (“DHHS”). BlueCross and GHP agree to incorporate into this HIPAA Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of BlueCross. BlueCross recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Privacy of Protected Health Information.
 - a. Permitted Uses and Disclosures. BlueCross is permitted to use and disclose Protected Health Information that it creates or receives on GHP’s behalf or receives from GHP (or another business associate of GHP) and to request Protected Health Information on GHP’s behalf (collectively, “GHP’s Protected Health Information”) only as follows:
 - i. Functions and Activities on GHP’s Behalf. BlueCross will be permitted to use and disclose GHP’s PHI to perform functions, activities, services, and operations on behalf of GHP, consistent with the Privacy Rule and the HITECH Act as specified in the ASA, including but not limited to: (a) management, operation, and administration of the GHP offered to Members; and (b) services set forth in the ASA, which include payment activities, Health Care Operations, and Data Aggregation.
 - ii. BlueCross’ Operations. For BlueCross’ proper management and administration or to carry out BlueCross’ legal responsibilities, provided that, with respect to disclosure of GHP’s Protected Health Information, either:
 - A) The disclosure is Required by Law; or
 - B) BlueCross obtains reasonable assurance from any person or entity to which BlueCross will disclose GHP’s Protected Health Information that the person or entity will:
 - 1) Hold GHP’s Protected Health Information in confidence and use or further disclose GHP’s Protected Health Information only for the

purpose for which BlueCross disclosed GHP's Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify BlueCross (who will in turn notify GHP in accordance with Section 4(a) of this HIPAA Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of GHP's Protected Health Information was breached.

C) BlueCross also may use GHP's Protected Health Information to provide Data Aggregation Services. BlueCross may de-identify GHP's PHI it obtains or creates in the course of providing services to Employer.

- b. Minimum Necessary and Limited Data Set. BlueCross' use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BlueCross will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of GHP's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that BlueCross will not be obligated to comply with this minimum necessary limitation with respect to:
- i. Disclosure to or request by a health care provider for Treatment;
 - ii. Use for or disclosure to an individual who is the subject of GHP's Protected Health Information, or that individual's personal representative;
 - iii. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information to be used or disclosed, or by that individual's personal representative;
 - iv. Disclosure to the DHHS in accordance with Section 5(a) of this HIPAA Agreement;
 - v. Use or disclosure that is Required by Law; or
 - vi. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c. Prohibition on Unauthorized Use or Disclosure. BlueCross will neither use nor disclose GHP's Protected Health Information, except as permitted or required by the ASA and this HIPAA Agreement or in writing by GHP or as Required by Law. This HIPAA Agreement does not authorize BlueCross to use or disclose GHP's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by GHP, except as set forth in Section 1(a)(ii) of this HIPAA Agreement.
- d. Information Safeguards.

- i. Privacy of GHP's Protected Health Information. BlueCross will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of GHP's Protected Health Information. The safeguards must reasonably protect GHP's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this HIPAA Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this HIPAA Agreement.
 - ii. Security of GHP's Electronic Protected Health Information. BlueCross will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BlueCross creates, receives, maintains, or transmits on GHP's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BlueCross also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- e. Subcontractors and Agents. BlueCross will require any of its subcontractors and agents, to which BlueCross is permitted by the ASA and this HIPAA Agreement or in writing by GHP to disclose GHP's Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to GHP's Protected Health Information that are applicable to BlueCross under this HIPAA Agreement.

2. Compliance with Transaction Standards. If BlueCross conducts in whole or part electronic Transactions on behalf of GHP for which DHHS has established Standards, BlueCross will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BlueCross will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of GHP that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

3. Individual Rights.

- a. Access. BlueCross will, within Thirty (30) days following GHP's request, make available to GHP or, at GHP's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of GHP's Protected Health Information about the individual that is in BlueCross' custody or control, consistent with the requirements of 45 C.F.R. § 164.524 so that GHP may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. BlueCross shall make such information available in an electronic format where directed by GHP.
- b. Amendment. BlueCross will, upon receipt of written notice from GHP, promptly amend or permit GHP access to amend any portion of GHP's Protected Health Information, so that GHP may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. Disclosure Accounting. So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - i. Disclosures Subject to Accounting. BlueCross will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of GHP's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that BlueCross makes to GHP or to a third party.
 - ii. Disclosures Not Subject to Accounting. BlueCross will not be obligated to record Disclosure Information or otherwise account for the following disclosures of GHP's Protected Health Information:
 - A) That occurred before April 14, 2003;
 - B) For Treatment, Payment or Health Care Operations activities;
 - C) To an individual who is the subject of GHP's Protected Health Information disclosed, or to that individual's personal representative;
 - D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information disclosed, or by that individual's personal representative;
 - E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of GHP's Protected Health Information disclosed and for disaster relief;
 - F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
 - G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
 - H) In a Limited Data Set;

- I) Incident to a use or disclosure that BlueCross is otherwise permitted to make by the ASA and this HIPAA Agreement; and
 - J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- iii. Disclosure Information. With respect to any disclosure by BlueCross of GHP's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, BlueCross will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- A) Disclosure Information Generally. Except for repetitive disclosures of GHP's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that BlueCross must record for each accountable disclosure are the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which BlueCross made the disclosure, (iii) a brief description of GHP's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BlueCross further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
 - B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of GHP's Protected Health Information that BlueCross makes for a single purpose to the same person or entity (including GHP), the Disclosure Information that BlueCross must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
 - C) Disclosure Information for Large Research Activities. For disclosures of GHP's Protected Health Information that BlueCross makes for particular Research involving Fifty (50) or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that BlueCross must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of GHP's Protected Health Information disclosed for the Research, (iv) the dates or periods during which BlueCross made or may have made these disclosures, including the date of the last disclosure that

BlueCross made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom BlueCross made these disclosures, and (vi) a statement that GHP's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity. BlueCross will, upon request of GHP or an individual requesting the disclosure accounting, assist GHP or the individual to contact the Research sponsor and the researcher if it is reasonably likely that GHP's Protected Health Information relating to the individual was disclosed for the particular Research protocol or activity.

- iv. Availability of Disclosure Information. Unless otherwise provided by applicable laws, BlueCross will maintain the Disclosure Information for at least Six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to GHP within Sixty (60) days following GHP's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- d. Restriction Agreements and Confidential Communications. BlueCross will comply with any agreement that GHP makes that either (i) restricts use or disclosure of GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that GHP notifies BlueCross in writing of the restriction or confidential communication obligations that BlueCross must follow. GHP will promptly notify BlueCross in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BlueCross whether any of GHP's Protected Health Information will remain subject to the terms of the restriction agreement.

4. Privacy Obligation Breach and Security Incidents.

a. Reporting.

- i. Privacy Breach. BlueCross will report to GHP any use or disclosure of GHP's Protected Health Information not permitted by the ASA and this HIPAA Agreement or in writing by GHP. In addition, BlueCross will report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. BlueCross shall cooperate with GHP in investigating the Breach and in meeting the GHP's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably

believed by BlueCross to have been, accessed, acquired, or disclosed during such Breach. BlueCross will make the report to GHP's Privacy Division not more than Twenty (20) business days after BlueCross' notice pursuant to subsection (i). BlueCross will report the following as information is available:

- A) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- B) Identify GHP's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.); and
- C) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure.

iii. Security Incidents. BlueCross will report to GHP any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of GHP's Electronic Protected Health Information or (B) interference with BlueCross' system operations in BlueCross' information systems, of which BlueCross becomes aware. BlueCross will make this report upon GHP's request, except if any such security incident resulted in a disclosure of GHP's Protected Health Information not permitted by this HIPAA Agreement, BlueCross will make the report in accordance with Section 4(a)(i) above.

b. Termination of Agreement.

- i. Right to Terminate for Breach. GHP may terminate ASA if it determines, in its sole discretion, that BlueCross has breached any provision of this HIPAA Agreement and upon written notice to BlueCross of the breach, BlueCross fails to cure the breach within Thirty (30) days after receipt of the notice. GHP may exercise this right to terminate Agreement by providing BlueCross written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in GHP's notice of termination. If for any reason GHP determines that BlueCross has breached the terms of this HIPAA Agreement and such breach has not been cured, but GHP determines that termination of the Agreement is not feasible, GHP may report such breach to the DHHS.
- ii. BlueCross may terminate Agreement if it determines, after reasonable consultation with GHP, that GHP has breached any material provision of this HIPAA Agreement and upon written notice to GHP of the breach, GHP fails to cure the breach within Thirty (30) days after receipt of the notice. BlueCross may exercise this right to terminate Agreement by providing GHP written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If

BlueCross reasonably determines that GHP has breached the terms of this HIPAA Agreement and such breach has not been cured, but BlueCross and GHP mutually determine that termination of the Agreement is not feasible, BlueCross may report such breach to the DHHS.

c. Obligations on Termination.

- i. Return or Destruction of GHP's Protected Health Information as Feasible.
Upon termination or other conclusion of Agreement, BlueCross will, if feasible, return to GHP or destroy all of GHP's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information. BlueCross will require any subcontractor or agent, to which BlueCross has disclosed GHP's Protected Health Information as permitted by Section 1(e) of this HIPAA Agreement, to if feasible return to BlueCross (so that BlueCross may return it to GHP) or destroy all of GHP's Protected Health Information in whatever form or medium received from BlueCross, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information, and certify on oath to BlueCross that all such information has been returned or destroyed. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- ii. Procedure When Return or Destruction Is Not Feasible. BlueCross will identify any of GHP's Protected Health Information, including any that BlueCross has disclosed to subcontractors or agents as permitted by Section 1(e) of this HIPAA Agreement, that cannot feasibly be returned to GHP or destroyed and explain why return or destruction is infeasible. Where GHP agrees that such return or destruction is infeasible, BlueCross will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If GHP does not agree, subparagraph A above shall apply. BlueCross will require such subcontractor or agent to limit its further use or disclosure of GHP's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BlueCross will complete these obligations as promptly as possible, but not later than Sixty (60) days following the effective date of the termination or other conclusion of Agreement.
- iii. Continuing Privacy and Security Obligation. BlueCross' obligation to protect the privacy and safeguard the security of GHP's Protected Health Information as specified in this HIPAA Agreement will be continuous and survive termination or other conclusion of Agreement and this HIPAA Agreement.

- iv. Other Obligations and Rights. BlueCross' other obligations and rights and GHP's obligations and rights upon termination or other conclusion of Agreement will be those set out in the ASA.
- d. Indemnity. BlueCross will indemnify and hold harmless GHP and any GHP affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control.
 - i. Right to Tender or Undertake Defense. If GHP is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross' control, GHP will have the option at any time either (A) to tender its defense to BlueCross, in which case BlueCross will provide qualified attorneys, consultants, and other appropriate professionals to represent GHP's interests at BlueCross' expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BlueCross will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
 - ii. Right to Control Resolution. GHP will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that GHP may have tendered its defense to BlueCross. Any such resolution will not relieve BlueCross of its obligation to indemnify GHP under this Section 4(c).

5. General Provisions.

- a. Inspection of Internal Practices, Books, and Records. BlueCross will make its internal practices, books, and records relating to its use and disclosure of GHP's Protected Health Information available to GHP and to DHHS to determine GHP's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- b. Definitions. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health

Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this HIPAA Agreement, GHP's Protected Health Information encompasses GHP's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

- c. Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BlueCross' use or disclosure of GHP's Protected Health Information or Standard Transactions, the Agreement and this HIPAA Agreement will automatically amend such that the obligations imposed on BlueCross remain in compliance with the final regulation or amendment to final regulation.
- d. Other Acceptable Forms of this HIPAA Agreement. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, or an electronic version.
- e. Communications. Member requests or other communications or notices required or contemplated by this HIPAA Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

BlueCross BlueShield of Tennessee, Inc.

Privacy Office 1.4
1 Cameron Hill Circle
Chattanooga, TN 37402
Telephone: 888-455-3824

Member requests or other communications or notices shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; or as of Three (3) business days after the date of mailing.

- 6. Conflicts. The terms and conditions of this HIPAA Agreement will override and control any conflicting term or condition of the ASA. All non-conflicting terms and conditions of the ASA remain in full force and effect.

IN WITNESS WHEREOF, GHP and BlueCross execute this HIPAA Agreement in multiple originals to be effective on the last date written below.

BLUECROSS BLUESHIELD OF TENNESSEE, INC.

TOWN OF ASHLAND CITY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: 233 Tennessee Waltz Parkway

Ashland, TN 37015

Employer ID No. 62-6000239



Town of Ashland City

Summary Plan Description

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

1. Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
2. Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 800-565-9140-1 (رقم هاتف الصم والبكم: 800-848-0298-1)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ໂປດສາລາ: ຖ້າວ່າ ທ່ານ ກຳລັງ ກາລາສາ ລາວ, ການບໍລິການ ວ່ອຍເຫຼືອ ອັດຕາ ກາລາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຄຳ ນັມ ພ້ອມ ໃຫ້ ທ່ານ. ໂທລະ 1-800-565-9140 (TTY: 1-800-848-0298).

ማሳሰቢያ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች፣ በነጻ ሊያገለግሉት ተዘጋጅተዋል። ወደ ሚክተለው ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298) まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hólq, kojí' hódíílnih 1-800-565-9140 (TTY: 1-800-848-0298).

NOTICE

PLEASE READ THIS SUMMARY PLAN DESCRIPTION CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUE CROSS BLUE SHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS HRA PLAN, PLEASE CONTACT:

**CUSTOMER SERVICE DEPARTMENT
BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.
THIRD-PARTY ADMINISTRATOR
1 CAMERON HILL CIRCLE
CHATTANOOGA, TENNESSEE 37402-2555
(800) 565-9140**

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INTRODUCTION

Your employer (“Plan Administrator” or “Employer”) has established a Health Reimbursement Arrangement (“HRA Plan”) for You. Details of the HRA Plan are outlined in this Summary Plan Description (“SPD”).

Read this SPD carefully so that You understand the provisions of the HRA Plan and the benefits You will receive. You need to be fully informed before and during Your enrollment in the HRA Plan. You should direct any questions You have to the Plan Administrator, which is the Employer, who is identified in the “Administrative Information” section. There is an HRA Plan Document on file that contains more detail than this SPD, and that You may review upon request. In the event there is a conflict between this SPD and the HRA Plan Document, the HRA Plan Document will control. Also, if there is a conflict between the Administrative Services Agreement (“ASA”) between the Third-Party Administrator and the Employer and either the HRA Plan Document or this SPD, the ASA will control.

GENERAL INFORMATION ABOUT THIS HRA PLAN

Who is the Plan Administrator?

The Employer is the Plan Administrator and the named Plan fiduciary for the HRA Plan. BlueCross BlueShield of Tennessee, Inc. is the Third-Party Administrator for the HRA Plan. As the Third-Party Administrator, BlueCross BlueShield of Tennessee, Inc. processes and pays HRA Plan claims on behalf of the Employer.

What is the purpose of the HRA Plan?

The purpose of the HRA Plan is to reimburse, up to certain limits, Eligible Medical Expenses on behalf of HRA Plan Members. Reimbursements for Eligible Medical Expenses paid by the HRA Plan generally are excludable from taxable income.

Who can participate in the HRA Plan?

Any Subscriber in Employer’s health plan (“Health Plan”) is eligible to participate in this HRA Plan. Any Covered Dependents of the Employee (except domestic partners) are also eligible to participate. The Employer shall make final eligibility determinations.

What benefits are offered through the HRA Plan?

Before the start of each Benefit Period, Employer will determine a maximum HRA Allocation amount that may be credited during that Benefit Period to the HRA Account. The HRA Allocation will be reduced by any amount paid to You, or for Your benefit, for Eligible Medical Expenses.

Are there any limitations on benefits available from the HRA Plan?

Only Eligible Medical Expenses are Covered by the HRA Plan. Employer or Third-Party Administrator can provide You with more information about which expenses are eligible for reimbursement.

How do I become a Subscriber?

Employees who meet eligibility requirements are eligible Employees and may become Subscribers in this HRA Plan.

What if Your employment terminates during the Benefit Period?

If Your employment, or coverage under the Health Plan, terminates during the Benefit Period, participation in this HRA Plan terminates unless You elect COBRA or State Continuation Coverage for the Health Plan and the HRA Plan. Any Eligible Medical Expenses incurred prior to the termination date are reimbursable, up to the account balance in the HRA Account. You must still comply with the

reimbursement request procedures required under the HRA Plan. Any unused portions will be unavailable after termination of employment.

COBRA – CONTINUATION COVERAGE

If Your Coverage under this HRA Plan terminates for reasons set forth in the law, Employer may be required to offer You the right to continue coverage. This right is referred to as “Continuation Coverage” and may occur for a limited time subject to the terms of this SPD, and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or according to Tennessee state law (“State Continuation Coverage”). If You are eligible for Continuation Coverage, You may elect either COBRA or State Continuation coverage in accordance with the terms of the HRA Plan and any applicable law, but not both.

If You and Your Covered Dependents are enrolled under this HRA Plan at the time a Qualifying Event occurs, then You or Your Covered Dependents may be entitled to continue coverage under this HRA Plan. You and Your Covered Dependents will be able to elect Continuation Coverage under this HRA Plan in the same manner and under the same time restrictions and notice requirements set forth in the Health Plan.

Will I have any administrative costs under the HRA Plan?

You may incur administrative costs if you are enrolled in the HRA Plan through COBRA or State Continuation.

How long will the HRA Plan remain in effect?

Although Employer expects to maintain the HRA Plan indefinitely, Employer has the right to terminate the HRA Plan at any time. Employer also reserves the right to amend the HRA Plan at any time and in any manner that it deems reasonable, in its sole discretion.

Are my benefits taxable?

The HRA Plan is intended to meet certain requirements of existing federal tax laws, making benefits that Subscribers and Members receive under the HRA Plan generally not taxable to the Subscriber. However, Employer cannot guarantee the tax treatment to any given Subscriber, since individual circumstances may produce differing results. If there is any doubt, consult Your own tax adviser.

What happens if Your claim for benefits is denied?

If Your claim for benefits is denied, then You have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for benefits under the HRA Plan are the same as those in Your Health Plan.

DEFINITIONS

Defined terms are capitalized. If a word is capitalized in this SPD, but it is not defined below, that word takes on the definition in the Medical Plan.

1. **Benefit Period** – Plan Year under which the Members’ benefits are administered and also refers to the initial Benefit Period of July 1, 2022 to June 30, 2023, as appropriate.
2. **Covered Dependent** - A Subscriber’s family members who: (1) meet the eligibility requirements of this SPD; and (2) has been enrolled for Coverage.
3. **Covered Services, Coverage or Covered** – Those services and supplies that are Covered under the Health Plan.
4. **Eligible Medical Expenses** – Benefits payable from Your HRA Plan that are Covered by Your Health Plan. Eligible Medical Expenses are expenses listed in Section 213 of the Internal Revenue Code. Eligible Medical Expenses:
 - Must not be paid or reimbursed from another source.
 - Must be incurred by You or Your Covered Dependent.
 - Must be incurred during the Benefit Period for which Your election is made.
 - Must be incurred while You are a Subscriber in the HRA Plan.
5. **Eligible Prescription Drug Expenses** – Prescription Drug benefits payable from Your HRA Plan that are Covered Services.
6. **Embedded Medical Deductible** – An embedded (per-person) medical deductible is an individual deductible level within a family contract. When one family member meets the individual medical deductible limit, benefits become available under the medical plan for that individual.
7. **Employee** - A person who fulfills all eligibility requirements established by Employer.
8. **Employer** – The sponsoring Employer listed in the Administrative Information section. A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with Third-Party Administrator to provide Coverage to its Employees and their eligible dependents.
9. **Enrollment Form** – A form or application, that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the HRA Plan. The form or application may be in paper form, or electronic, as determined by the Plan Administrator or Third-Party Administrator.
10. **Health Reimbursement Arrangement (“HRA”)** – An arrangement funded by the Employer with money You can use to pay Eligible Medical Expenses.
11. **HRA Account** – Keeps a record of the amounts available for reimbursement of Eligible Medical Expenses. It is merely a recordkeeping account; it is not funded (all reimbursements are paid from the general assets of Employer) and it does not bear interest or accrue earnings of any kind.
12. **HRA Allocation** – An amount Employer sets aside for Your HRA Account. Details concerning the HRA Allocations can be found in the Schedule of Benefits.
13. **Member** - Any person enrolled as a Subscriber or Covered Dependent under the Health Plan and the HRA plan.

14. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in the Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The Third-Party Administrator or Plan Administrator may require proof that HRA dollars were used for Eligible Medical Expenses.
15. **Member Pays First** – The employee/family pays a specified deductible for HRA reimbursable expenses before HRA funds can be used.
16. **Open Enrollment Period** – Those periods of time established by the HRA Plan during which eligible Employees and their dependents may enroll as Members.
17. **Plan Year** - The period of time beginning at 12:00 A.M. on July 1, 2022 and ending 11:59 P.M. on June 30, 2023.
18. **Qualifying Events** – Certain types of events that would cause, except under the application of COBRA or State Continuation Coverage rules, an individual to lose his or her health insurance coverage.
19. **Shared HRA** – A Shared HRA allows each member of a family to be reimbursed from the HRA allocation up to the full HRA allocation amount. It also requires that the full HRA Member Pays First amount be satisfied before any family members can access the shared HRA allocation.
20. **You/Your** - Any person enrolled as a Member.

ELIGIBILITY

Any Member of the Health Plan administered by BlueCross is eligible to enroll in the HRA Plan. To enroll in the HRA Plan, You must complete an Enrollment Form, and give it to Employer.

If there is any question about whether a person is eligible for the Health Plan or the HRA Plan, the Employer shall make final eligibility determinations.

ENROLLMENT

Eligible Employees may enroll in the HRA Plan as set forth in this section. No person is eligible to re-enroll if the HRA Plan Member was previously terminated for cause. You may enroll only if You are also enrolled in the Health Plan.

A. Initial Enrollment Period

Eligible Employees may enroll in the HRA Plan within the first Thirty-One (31) days after becoming eligible for the HRA Plan. The Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during this initial enrollment period.

B. Open Enrollment Period

Eligible Employees shall be entitled to apply for the HRA Plan for themselves and their eligible dependents during the Open Enrollment Period for the Health Plan. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during the Open Enrollment Period. Employees who become eligible for the HRA Plan other than during an Open Enrollment Period may apply for the HRA Plan during a subsequent Open Enrollment Period.

C. Adding Dependents

If a Subscriber in the HRA Plan adds an eligible dependent under the Health Plan, that dependent's Eligible Medical Expenses are automatically eligible under the HRA Plan.

WHEN COVERAGE BEGINS

If You are eligible and have enrolled, Your enrollment in the HRA Plan shall become effective on the earliest of the following dates:

A. Effective Date of the HRA Plan

Your enrollment shall be effective on the effective date of the HRA Plan, if all eligibility requirements are met as of that date; or

B. Enrollment During an Open Enrollment Period

Your enrollment shall be effective on the same date as Coverage under the Health Plan, following the Open Enrollment Period, unless otherwise agreed to by Employer; or

C. Enrollment During an Initial Enrollment Period

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan; or

D. Newly Eligible Employees

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan.

E. Enrollment of Newly Eligible Dependents

Employees should follow the same procedure to enroll dependents in the HRA Plan as is described in the Health Plan. If Your status changes from individual to family, Your HRA Allocation may be prorated. This is determined by Employer.

TERMINATION

If Your Employer terminates the HRA Plan, You may ask for reimbursement for Eligible Medical Expenses incurred before the HRA Plan terminated. You must submit those claims to BlueCross within 180 days after the HRA Plan termination date. BlueCross will not process any claim submitted more than 180 days after the date the HRA Plan terminated.

In some cases, Your Employer and BlueCross may agree on a different process (which may include a different time period) for submitting claims after the HRA Plan has terminated. You will be notified if a different process is established.

Regardless, expenses You incur after the HRA Plan terminated are not eligible for reimbursement.

You may contact your Employer or BlueCross if you have any questions about your right to reimbursement after the HRA Plan terminates.

NOTIFICATION OF CHANGE IN STATUS

Members must notify Employer of any eligibility or status changes for themselves or Covered Dependents; see Your Health Plan for more information.

SUBROGATION AND RIGHT OF REIMBURSEMENT

A. Subrogation Rights

The HRA Plan assumes and is subrogated to Your legal rights to recover any payments the HRA Plan makes on Your behalf, when Your illness or injury resulted from the action or fault of a third party. The HRA Plan’s subrogation rights include the right to recover the reasonable value of prepaid services rendered by Network Providers.

The HRA Plan has the right to recover any and all amounts equal to the HRA Plan’s payments from:

1. the insurance of the injured party;
2. the person or company (or combination thereof) that caused the illness or injury, or their insurance company; or
3. any other source, including uninsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The HRA Plan’s recovery will not be reduced by Your negligence, nor by attorney fees or costs You incur.

B. Priority Right of Reimbursement

Separate and apart from the HRA Plan’s right of subrogation, the HRA Plan shall have first lien and right to reimbursement subject only to the subrogation rights of the Health Plan. The HRA Plan’s first lien supersedes any right that You may have to be “made whole.” In other words, the HRA Plan is entitled to the right of first reimbursement out of any recovery You might procure regardless of whether You have received compensation for any of Your damages or expenses, including Your attorneys’ fees or costs, subject only to the subrogation rights of the Health Plan.

This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. In addition, You agree to do nothing to prejudice or oppose the HRA Plan's right to subrogation and reimbursement and You acknowledge that the HRA Plan precludes operation of the "made-whole," "attorney-fund," and "common-fund" doctrines. You agree to reimburse the HRA Plan 100% first for any and all benefits provided through the HRA Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
2. Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured motorist coverage;
3. Business and homeowner medical liability insurance coverage or payments; or
4. Any other source.

The HRA Plan may notify those parties of its lien and right to reimbursement without notice to or consent from You or other Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for damages, including, but not limited to, pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees or costs you incur.

The HRA Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

Notice and Cooperation

You are required to notify Employer promptly if You are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Employer to protect the HRA Plan's rights under this section. Members are also required to cooperate with Employer and to execute any documents that Employer deems necessary to protect the HRA Plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the HRA Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the HRA Plan to withhold any and all benefits due You under the HRA Plan. This is in addition to any and all other rights that the HRA Plan has pursuant to the provisions of the HRA Plan's subrogation rights and/or priority right of reimbursement.

If the HRA Plan files suit, or otherwise litigates to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the HRA Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

Legal Action and Costs

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the HRA Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the HRA Plan. The HRA

Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the HRA Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the HRA Plan.

Settlement or Other Compromise

You must notify Employer prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the HRA Plan's rights so that the HRA Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The HRA Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against you.

The right of subrogation and the right of reimbursement are based on the HRA Plan language in effect at the time of judgment, payment or settlement.

The HRA Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

Subcontractor's Rights

Any party that performs any or all of the HRA Plan's duties is also entitled to its rights of reimbursement.

HOW THE HRA PLAN WORKS

Each Benefit Period Employer allocates money to the HRA Plan that You may use for Eligible Medical Expenses. Throughout the Benefit Period You can use the money in your HRA Account to pay for Eligible Medical Expenses that apply to Your Deductible or Coinsurance.

As long as there is money in your HRA Account, You can be reimbursed for any required expenses, such as Deductible or Coinsurance You pay out of Your pocket for Eligible Medical Expenses. If You use all of the money in Your HRA Account, You pay the rest of Your Deductible and other out-of-pocket expenses directly.

REIMBURSEMENT ORDER

Member Pays First Dollar: You pay the initial Health Plan Deductible amount (as described in the “Member Pays First” section of the Schedule of Benefits located in the back of this SPD) established by Employer. Your HRA Plan reimburses 100% Eligible Medical Expenses up to the point at which the HRA Allocation is exhausted.

REIMBURSEMENT METHOD

Automatic Reimbursements. With Automatic Reimbursement, when You use a Network Provider, Your Network Provider will submit a claim to the Third-Party Administrator. The Third-Party Administrator will process the claim in accordance with Your Health Plan and pay the Network Provider any HRA amount that applies. You will receive an explanation of benefits (“EOB”) form showing how payment was applied. If Your HRA Plan applies to prescription drugs, You will need to pay for Your prescriptions out-of-pocket, and the HRA Plan will reimburse You without Your filing a claim for reimbursement.

This Shared HRA is paired with an Embedded Medical Deductible. While there are individual limits on the medical deductible, there are no individual limits within the family HRA. One family member or a combination of family members can use the entire family HRA Allocation amount. Likewise, the HRA Member Pays First family limit must be met by one family member or a combination of family members before the HRA Allocation becomes available for the family.

COORDINATION OF BENEFITS

Coordination of Benefits was established as a method by which two or more carriers or plans could coordinate their respective benefits so the total benefit paid does not exceed 100% of the total allowable expenses incurred. If You are Covered by only Employer’s Health Plan, the Health Plan will pay primary and the HRA Plan will pay as part of the primary benefits. If You are covered by other health plan coverage(s), those coverages should pay before this HRA Plan pays. The Third-Party Administrator will coordinate between the plans, if Third-Party Administrator knows You have other coverage.

If Your HRA Plan has automatic reimbursement, You must notify Third-Party Administrator if You have other coverage and request that automatic reimbursement be turned off to allow the other health plan coverage(s) to pay or the plans will not pay in the appropriate order.

CLAIMS SUBSTANTIATION

Employer or Third-Party Administrator can require that You provide documentation proving the claim is for an Eligible Medical Expense. Your documentation must set forth:

1. the individual(s) on whose behalf Eligible Medical Expenses have been incurred; and
2. the nature and date of the Eligible Medical Expenses so incurred; and

3. the amount of the requested reimbursement.

The documentation must be accompanied by bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the Eligible Medical Expenses have been incurred and the amounts of such Eligible Medical Expenses, together with any additional documentation that the Employer or Third-Party Administrator may request.

GRIEVANCE PROCEDURE

If You have a dispute under this HRA Plan, You will follow the same grievance procedure that is described in Your Health Plan.

MISCELLANEOUS PROVISIONS

Effect of HRA Plan on Your Employment Rights

The HRA Plan is not to be construed as giving You any rights against the HRA Plan except those expressly described in this SPD. The HRA Plan is not a contract of employment between You and Employer.

Prohibition Against Assignment of Benefits

No benefit payable at any time under this HRA Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

Overpayments or Errors

If there is an error in administering reimbursements under this HRA Plan, additional reimbursements may be provided or overpayments may be recovered from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this HRA Plan.

If You do not refund the overpayment, the HRA Plan and the Employer reserve the right to offset future reimbursement equal to the overpayment or, if that is not feasible, to withhold such funds from Your pay.

Independent Licensee of the BlueCross BlueShield Association

BlueCross BlueShield of Tennessee, Inc. is an independent corporation operating under a license from the BlueCross BlueShield Association ("Association"). That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

ADMINISTRATIVE INFORMATION

Employer administers the HRA Plan and has the discretionary authority to interpret all HRA Plan provisions and to determine all issues arising under the HRA Plan, including issues of eligibility, Coverage, and benefits. Employer's failure to enforce any provision of this HRA Plan shall not affect its right to later enforce that provision or any other provision of the HRA Plan. Employer may delegate certain duties to agents.

Name of Plan: Town of Ashland City Group Health Reimbursement Arrangement Plan

Sponsoring Employer: Town of Ashland City

Employer: Town of Ashland City

Contact Person: Gayle Bowman

Employer's Telephone Number: (615) 792-4211

Employer's Employer Identification Number (EIN): 62-6000239

Employer's Address: 233 Tennessee Waltz Parkway, Ashland City, TN 37015

Plan Number: 501

Plan Year: July 1 through June 30

Agent for Service of Process: Service may be made on Employer at the address listed above.

The financial records of the HRA Plan are kept on a Plan Year basis. The Plan Year ends on each June 30.

Type of Plan: This HRA Plan is a component plan of the Employer's Health Plan and is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Code and the regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45.

Type of Administration: The Employer pays applicable benefits from the general assets of the Employer.

Funding: The HRA Plan is paid for by the Employer out of the Employer's general assets. There is no trust or other fund from which benefits are paid.

YOUR RIGHTS UNDER ERISA

The following statement is required by federal law and regulation.

As a Member in the HRA Plan, You are entitled to certain rights and protections under ERISA. ERISA provides that all Members shall be entitled to:

Receive Information about Your HRA Plan and Benefits

Examine, without charge, at Employer's office and at other specified locations, all HRA Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the HRA Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to Employer, copies of documents governing the operation of the HRA Plan, including insurance contracts and updated SPDs. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the HRA Plan's annual financial report. The Employer is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Members, ERISA imposes duties upon the people who are responsible for the operation of the HRA Plan. The people who operate the HRA Plan, called "fiduciaries" of the HRA Plan, have a duty to do so prudently and in the interest of the HRA Plan's Members.

No one, including Employer or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

Enforce Your Rights

If Your claim for a welfare benefit is denied or ignored in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of HRA Plan Documents or the latest annual report and do not receive them within Thirty (30) days, You may file suit in a Federal court. In such a case, the court may require the Employer to provide the materials and pay You up to One Hundred Ten (\$110) dollars a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Employer. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in Federal court after You have exhausted Your administrative remedies.

In addition, if You disagree with the HRA Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in a Federal court, after exhausting Your administrative remedies.

If it should happen that HRA Plan fiduciaries misuse the HRA Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If You are successful, the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees; for example, if it finds Your claim is frivolous.

Assistance with Your Questions

If You have any questions about Your HRA Plan, You should contact the Employer. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Employer, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SCHEDULE OF BENEFITS

Group Name: Town of Ashland City

Group Number: 125011

Effective Date: July 1, 2022

Your HRA Plan will reimburse Deductible or Coinsurance. Reimbursement is made as detailed below:

Reimbursement Order for HRA Allocation July 1, 2022 to June 30, 2023	Individual	Individual and Spouse	Individual and Child(ren)	Family
Member Pays First:	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00
	Individual	Individual and Spouse	Individual and Child(ren)	Family
Plan Pays Next:	\$4,900.00	\$9,800.00	\$9,800.00	\$9,800.00
This HRA Plan reimburses 100% of Eligible Medical Expenses per claim up to when the HRA Allocation is depleted after You pay an initial Health Plan deductible amount established by the Employer.				



BlueCross BlueShield of Tennessee
1 Cameron Hill Circle | Chattanooga, TN 37402

bcbst.com



ScheduleAnywhere License Agreement

This Software License Agreement (“**Agreement**”) is entered into as of 07/09/2022 (“**Effective Date**”), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal place of business located at 1 Time Clock Drive, San Angelo, TX 76904 (“**TCP**”) and Customer. This Agreement supersedes all prior agreements and understandings (whether written or oral) between TCP and Customer with respect to the subject matter hereof.

Company Name (“**Customer**”): Ashland City Police
Street Address: 233 Tennessee Waltz Parkway
City: Ashland City State: TN ZIP Code: 37015 Country: USA

CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF TCP. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.

Under this Agreement, Customer agrees to purchase a license to access a web-based, employee scheduling service from TCP called ScheduleAnywhere (“**ScheduleAnywhere**”), which is hosted by TCP and located at <https://www.scheduleanywhere.com/>.

Therefore, the parties agree as follows:

1. Term
The initial term of this Agreement shall begin on the Effective Date and will continue through the date below. After the initial term, this Agreement will have automatic one (1) year renewal periods thereafter, unless either party prior to such renewal anniversary date exercises a 30-day written notice of termination.

Date (the “**Term**”): 07/08/2023

2. License Fees & Taxes
During the Term, Customer is licensed to use ScheduleAnywhere for the following number of employees at the fees listed below:

Number of Active Employees (Maximum): 25
Annual License Fee: \$1,050.00 (\$3.50 per employee per mo.)
Annual License Fee for Each Additional Active Employee over Maximum: \$42.00 (\$3.50 per mo.)

The above fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes (“**Taxes**”). Customer is responsible for paying all Taxes, excluding only taxes based on TCP’s net income. If TCP has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides TCP with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Training
TCP uses an online “train-the-trainer” method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal TCP office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at the hourly cost listed below. TCP and Customer will agree upon a training schedule.

Online Training Cost per Hour: \$150.00

4. Upgrades & Support
All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the



ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of TCP's ScheduleAnywhere scheduling software. TCP will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. TCP technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).

5. Employee Import

If an import of employees is requested by Customer, TCP and Customer will agree on a timeline for a one-time import of employees. TCP can import employee names, positions, contact info, etc. into ScheduleAnywhere. TCP will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.

6. Terms of Service

Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at <https://www.scheduleanywhere.com/site/terms.aspx>.

7. Payment Terms

All Customer invoices will be paid according to the payment terms below. Payments to TCP must be made in U.S. dollars by check, credit card or by wire. If Customer chooses to pay by credit card, it must provide TCP valid credit card information. TCP will charge Customer's credit card the amount set forth in Section 2. If for some reason TCP is unable to charge Customer's credit card, Customer is still liable for any and all charges incurred and must pay TCP the amount due.

Payment Terms: Net 30

SHOULD CUSTOMER NOT REMIT PAYMENTS TO TCP IN ACCORDANCE WITH THIS AGREEMENT, TCP, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. Billing Contact Information

If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, TCP will submit invoices to the person executing this Agreement.

Billing Contact Name:
Billing Contact Address:
Billing Contact Phone Number:
Billing Contact Email:
Purchase Order Number:
Submit PDF Invoice to A/P Email:

9. Late Fees

In the event Customer does not pay an invoice or bill within the terms specified in Section 7, TCP reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

TCP: TimeClock Plus, LLC

Customer: Ashland City Police

Signed:

Signed:

Name: Derek McIntyre
Title: COO

Name:
Title:

REP ID:CA

Reviewed By: JW

RESOLUTION 2022-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
APPOINTING THE CITY ATTORNEY**

WHEREAS, the Mayor and Council of the Town of Ashland City shall appoint the City Attorney by resolution, as per the Charter Section 21; and,

WHEREAS, the City Attorney has agreed to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that _____ hereby is appointed to serve as the City Attorney of the Town of Ashland City and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

RESOLUTION 2022-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
ALLOCATE THE GOVERNOR LEE'S LOCAL GOVERNMENT SUPPORT
GRANT FUNDS**

WHEREAS, the Department of Finance and Administration has allocated \$67,155 to the Town of Ashland City; and

WHEREAS, the Mayor and City Council would like to direct these funds to be used for the Streets Department in the purchase of a New Holland Twin Flail Mower.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the funds will be allocated for the stated purchase by the Streets Department and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June, 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION IX: TRAVEL/TIP
REIMBURSEMENT POLICY OF THE PERSONNEL POLICIES AND
PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE
TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

TRAVEL/TIP REIMBURSEMENT POLICIES

This policy applies to all city employees and/or elected city officials who may have reasons to travel out of town on official city business. No expenses shall be reimbursed unless travel is authorized and approved in advance by department head and/or Mayor of the Town of Ashland City.

1. Transportation

- a. **Air Transportation:** The city will pay for regular class or business class air travel as a general rule and will only pay for first class travel where the need is clearly indicated and approved in advance. Air travel will be utilized when the distance involved in the travel indicated is the mode travel of more economical.
- b. **City Vehicles:** If a city vehicle is generally available and does not otherwise interfere with the regular utilization of said vehicle, it should be used in lieu of a personal/private automobile. Arrangements for these vehicles should be made in advance through the appropriate department head. Proof of actual gasoline purchase must be presented for reimbursement.
- c. **Private Automobile:** The use of a private automobile for travel on official business may be authorized by department head, but only with the concurrence of the Mayor of the city. The Department Head or Mayor shall be notified prior to the employee's use of his/her personal vehicle for city business. Authorized to use their personal vehicles, employees shall be reimbursed *at the current federal per mile reimbursement rate* for actual miles driven. Only mileage on official business may be claimed; from origin to destination of official business and return by the most direct route, together with the mileage incurred at the destination. The cost of other related expenses, such as tolls, parking, and other vehicular expenses will be reimbursed.
- d. **Non-Reimbursable Vehicular Expenses:** The employee will NOT be reimbursed for any fines, traffic violations, or parking tickets incurred while on official business.
- e. **Rental Vehicles Associated with Air Travel:** The cost of a rental vehicle will be paid for by the city, if and when reasonably incurred by the employee as a result of traveling by air to the destination. Rental car authorization must be AUTHORIZED IN ADVANCE by the department head and the Mayor. The City Recorder must also be notified in advance of the anticipated travel. Receipts for the cost of rental cars should accompany the request for reimbursement.
- f. **Other Considerations:** The selected mode of travel will be based on the best interest of the city. Additional factors to be considered in determining the most economical mode of transportation will include distance, length of travel time, salary, fuel, meals, etc.

2. Lodging

Reimbursement for lodging will be based upon the locality, purpose of travel, and availability of accommodations. Lodging shall be approved in advance of securing reservations by the department head/Mayor/City Recorder. A signed receipt from the place of lodging is required for appropriate reimbursement.

3. Meal Cost and Allowances

The meals and incidentals will be paid out the rate that has been established on the GSA website www.gsa.gov. This is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking). Generally, the applicable

maximum per diem rate for each calendar day of travel shall be determined by the location of lodging for the traveler. Receipts are not necessary. If meals and incidentals should be in excess of this rate the employee will be responsible for the difference between the per diem rate and total cost submitted.

For officials attending the annual Tennessee Municipal League meeting, National League of Cities meeting or other official conferences of the city, reimbursement of meals in excess of the per diem will require receipts to be submitted with the travel form.

4. Miscellaneous Expenditures

- a. Expenditures of a personal nature, movie theaters, etc. will not be approved for reimbursement.
- b. All registration fees for employee/officials attending approved workshops, seminars, conventions, and other business meetings will be allowed, including cost of any breakfast, luncheon, banquet or other associated meeting programs.
- c. NO expense of spouses or related parties accompanying the employee/official on travel will be reimbursed.
- d. An individual combining travel on official city business and travel for another organization or for personal reasons will be reimbursed ONLY for the appropriate part of the city's costs. The basis for reimbursement will be arranged in advance of travel.
- e. BEFORE traveling, a "Request to Travel" form must be filled in and submitted to the department head/Mayor/City Recorder for approval. This form combines a request for travel advance and authorization to travel, which must be granted in each case.
- f. A travel advance shall not be granted more than **five (5)** working days prior to travel. Such request must be made **five (5)** days in advance to allow for processing and approval. Upon return from travel, an employee/official shall submit a completed expense report within twenty (20) days detailing actual expenditures due for reimbursement. The city will pay travel expenses promptly upon receipt of completed travel expense report.
- g. It is recognized that individual departments may have requirements, or policies which apply to that department's travel. These may apply to such things as the Tennessee Law Enforcement Academy or other special training programs which employees may be required to attend from time to time. Any special department policy applicable to travel is authorized upon approval of the City Council.

Violation of the travel rules can result in disciplinary action for employees. Travel fraud can result in criminal prosecution of officials and/or employees.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION IX: USE OF CITY VEHICLES
POLICY OF THE PERSONNEL POLICIES AND PROCEDURE
MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF
ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

USE OF CITY VEHICLES

A “city owned vehicle” is any vehicle to which the Town of Ashland City holds title.

Certain jobs require that employees be “on call” 24 hours a day, and for that reason, the city currently provides a “take home” vehicle for selected employees. **The only employees that will be permissible to take the city owned vehicles home will be emergency personnel.** The list of employees authorized to possess a “take home” vehicle shall be maintained by the Mayor and may be revised as needed.

A city vehicle is for the employee’s official use as a representative of the Town of Ashland City, and will not be used at any time as a personal vehicle. Any and all persons riding in a city vehicle must have official business with the city.

All vehicles shall be permanently marked as property of the Town of Ashland City. The driver of each vehicle shall have a valid Tennessee Driver’s License and a copy of this license shall be on file in the Finance Department’s office.

City owned “take home” vehicles are allowed to travel outside the city limits of Town of Ashland City if the employee lives outside the area.

While operating a moving vehicle, cell phone conversations should be kept to an absolute minimum **(must be hands free)**. No cell phone usage, even with a headset, is allowable for any off-road (maintenance/construction type) equipment. No texting while driving or operating any city vehicle on or off the road.

City employees should wear seatbelts at all times when driving city vehicles.

No smoking in city vehicles.

ALL accidents or incidents involving a City vehicle or employee MUST be reported immediately to the Department Head and City Recorder.

Employees can and will be subject to disciplinary action and up to termination, if a city vehicle is found to not be conducting city business while in their possession.

Monthly Mileage Reimbursement Request

Employee name: _____

Month: _____

Department: _____

GL Account: _____

Date of Travel	Location Traveled From	Location Traveled To	Reason for Travel	Miles traveled	Mileage Rate	Total
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0
					\$ 0.585	0

Total miles traveled 0 **TOTAL** 0

Employee signature: _____

Date: _____

Department Head's signature: _____

Date: _____

Return all signed and completed forms to the Finance department at beginning of month for payment.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION II: EMPLOYMENT OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

OUTSIDE EMPLOYMENT

No employee of the Town of Ashland City shall accept any outside employment without prior written authorization from the Mayor, Department head and Human Resources before undertaking any outside employment.

The Mayor or Department head shall not grant such authorization if the work is likely to interfere with the satisfactory performance of the employee's duties, or is incompatible with the employee's municipal employment, or is likely to cause discredit upon or create embarrassment for the Town of Ashland City.

Before outside employment begins, employees must present a written request describing the work to be performed. This form will be placed in the employees personal file.

Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early.

In addition, employees who have accepted outside employment may not use paid sick time to work on an outside job.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action up to and including termination.

Outside Employment

Name: _____

Date: _____

Department: _____

Title: _____

I hereby request approval to engage in outside employment as described below:

Nature of employment:

Time required for employment: _____

I understand that The Town of Ashland City policy forbids me from engaging in any form of outside employment or business opportunity, for myself or another employer, which would conflict or interfere with my job especially while on company time. Additionally, I understand that using company equipment or materials for outside employment is strictly prohibited. I understand that in order to engage in outside employment, I must receive approval from my Mayor, Department Head and Human Resources in advance of performing such outside employment, and that the approval may be withdrawn at any time. I also understand and agree that my outside employment must be suspended if my work status with The Town of Ashland City is sick leave, FMLA leave, workers compensation leave or restricted duty. I understand that failure to comply with the policy could result in disciplinary action up to and including termination of employment.

Employee signature

Date

Approval

_____ Request Approved Mayor's signature

_____ Request Approved Department Head's signature

_____ Request Approved Human Resource's signature

Comments or Special Conditions: _____

Forward completed form to the Human Resource Department.

Resolution 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE WAGE AND SALARY POLICY: COMPENSATORY TIME
GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2021-33 and wishes to amend the policy; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Wage and Salary Policy, attached hereto, is hereby amended and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit D). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

- 1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. There must be an agreement of payment before the overtime is worked. An employee may not accrue more than 150 hours of compensatory time. Upon termination, an employee must be paid for compensatory time accrued. **The City shall allow exempt employees to accumulate compensatory time, on a straight time basis, for extra hours worked in excess of forty (40) hours per week. Exempt employees may accumulate up to a maximum of 150 hours of compensatory time. These hours shall become null and void at the time employment ceases and cannot be used as a means of fulfilling a notice of resignation immediately preceding termination of employment.**

Salaried employees may flex their time upon approval from the Mayor. Flex time is an arrangement that allows an employee to alter the starting and/or end time of their workday.

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- Employees who are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee’s regular pay rate.

3. **On-Duty** – An employee is considered ‘on-duty’ at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion that the need for disaster or emergency response has ended.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town’s pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval.

Such appointments shall be made only in exceptional cases as decided by the Mayor and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing whose current pay rate is within pay range are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process.

Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the discretion of the department head and mayor based on

evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process.

2. Payment Date

The longevity payment is to be paid in the month of November.

3. Withholdings

Longevity payments will be subject to standard tax withholding excluding retirement.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted

and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?
2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?
3. How long has the employee been in the higher-level job?
4. What has been the Town of Ashland City's past practice in similar situations?

It is often sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the City Clerk/Recorder within the pay period in question or immediately thereafter. Checks are picked up from each department by department head each pay day. If you are absent on payday and wish to have someone else obtain your check for you, you may give a verbal confirmation authorizing the city to give your check to the bearer.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.
2. **Lost Paychecks** – Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the City Recorder so that a stop payment order may be initiated. The Recorder will determine if and when a new check should be issued to replace a lost or missing check. Cost of stop payment of check will be paid by the employee.
3. **Unclaimed paychecks** – Paychecks not claimed by employees within ten (10) days of the date issued must be returned by the supervisor to the City Recorder.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax:** Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare:** Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.

3. Other: Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.

- a. Medical insurance
- b. Life insurance
- c. Vision insurance
- d. Supplemental insurance
- e. Additional life insurance
- f. Deferred compensation payments
- g. Dental insurance
- h. Child support garnishments
- i. Any other garnishments or deductions agreed to or required by law
- j. TCRS Retirement will be taken out of an employee paycheck after 30 day's employment at a rate of 5% of gross total per paycheck.
- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the City Recorder before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

CLASSIFICATION TITLE:	(Job Title)
DEPARTMENT:	(Department)
REVISION DATE:	(Last date of Council Approval)
REPORTS TO:	(Department Head's Title)
EMPLOYMENT STATUS:	(Full-time or Part-time)
FLSA STATUS:	(Exempt or Non-exempt)
PAY RANGE:	(Pay Grade)

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

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

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

EMPLOYEE AWARENESS

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

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

MANAGEMENT APPROVAL

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY PAY
TABLE GOVERNING EMPLOYMENT WITH THE TOWN OF
ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2021-33 establishing a Wage and Salary Policy Pay Table; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the pay table; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Wage and Salary Policy Pay Table, attached hereto, is hereby amended, and approved and shall become effective July 01, 2022.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June, 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO



EXHIBIT II

Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$73,600	\$86,589	\$111,483
9	City Recorder	Fire and Codes Director	\$65,862	\$77,484	\$95,771
	Police Chief	Financial Director			
8	Deputy Fire Chief	Court Clerk	\$58,937	\$69,338	\$89,273
	Assistant Police Chief	Parks Director			
	Building/Codes Official	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$52,740	\$62,047	\$79,886
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Executive Assistant	\$47,194	\$55,524	\$68,627
	Senior Center Director	Human Resource Specialist			
	Utility/Street Maintenance Supervisor	Police Sergeant			
	Water/Wastewater Plant Operator III	Firefighter II/Acting Fire Inspector			
	IT Specialist	Compliance and Safety Coordinator			
5	Accounting Clerk II	Police Corporal	\$42,234	\$49,685	\$61,411
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$37,791	\$44,462	\$54,955
	Senior Equipment Operator	Park Maintenance Supervisor			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Waste Water Collection Specialist	Accounting Clerk I			
	Athletic Supervisor	Police Officer (No Cert)			
	Firefighter I				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$33,818	\$39,786	\$49,177
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator				
	Mayor's Administrative Assistant	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$30,263	\$35,602	\$44,005
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$24,234	\$28,509	\$35,238
0	Reserve Officer	Farmers Market Manager			

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

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION X: RETIREMENT POLICY OF
THE PERSONNEL POLICIES AND PROCEDURE MANUAL
GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

RETIREMENT- An employee who retires under the city retirement plan shall have all unused sick leave credited as additional time worked when calculating the employee's retirement benefits.

Retiree Health Coverage

A retiree who reaches at least 59 1/2 years of age, 5 years with The Town of Ashland City and at least 25 years or more of TCRS service, the city shall pay 100% of the cost of the employee coverage for the employer provided health insurance. All dependent coverage will be the retiree's responsibility. At age 65, all employer provided health insurance benefits will cease. This retirement policy becomes effective 07/01/2022.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION V: BENEFITS OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved, and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June 2022, move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO

SECTION V – BENEFITS

The City recognizes that employee benefits are a critical component in career decisions. The City intends to provide a comprehensive benefits package that remains affordable and value based.

The plan document for each plan is available upon request.

Eligibility

Employees are eligible for benefits when employees work a minimum of 30 hours per week. These benefits may include: medical coverage, dental coverage, and vision benefit options. If employees' hours drop below 30 hours per week on a regular basis, employees will lose eligibility for health insurance. If this occurs, the employee and all covered dependents will be offered COBRA.

Employees are responsible to list only dependents that are eligible for coverage as defined by the plan rules. If a covered dependent becomes ineligible based on the plan rules, it is the employee's responsibility to notify Human Resources immediately. Employees must notify Human Resources of any changes in status within 30 days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours, or any other change that could affect benefit plan eligibility.

Benefit Effective Dates

Medical, dental and vision insurance will be effective the 1st day of the month following the hire date for full-time employment.

Health Coverage

Eligible employees must enroll for coverage within the first week of employment or a qualifying event. Temporary employee and part-time employees are **not** eligible for medical coverage.

Annual Enrollment / Transfer Period

Health plans, benefit designs, eligibility rules, and premiums are subject to change each plan year based on the previous year's claims experience. Pre-taxed deductions can only be changed with a qualifying event during the plan year or at annual open enrollment.

Contribution

The City may elect to contribute toward the cost of health benefits. The City's contributions, if any, are subject to change.

Qualifying Events

Employees are responsible to notify the City if they experience any significant life event such as birth, marriage, divorce, legal separation, adoption, legal placement of a child, change of address, reduction in employee's regularly scheduled work hours, or a dependent change in status (i.e., school status). Some events will allow changes to benefits including adding or dropping dependents or terminating / adding coverage. Employees should notify Human Resource within 30 days of experiencing a qualifying event or may be required to wait until the following open enrollment to make any changes. Documentation must be provided such as a marriage certificate, birth certificate, divorce decree, court order, etc.

State of Tennessee
Cheatham County

RESOLUTION NO. 2022-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AUTHORIZING SIGNERS TO ALL BANK ACCOUNTS**

WHEREAS, Mayor Steve Allen has resigned; and

WHEREAS, the City Council for the Town of Ashland City wish to remove former Mayor Steve Allen from all bank accounts.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE hereby remove former Mayor Steve Allen from all accounts.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of June, 2022 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Jeffrey Smith

City Recorder Alicia Martin, CMFO