



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### March 03, 2026, 6:00 PM

### Agenda

**Mayor:** Gerald Greer

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

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

- [1.](#) Approval of the February 3, 2026, Regularly Scheduled Workshop Minutes

#### **PUBLIC FORUM**

#### **REPORTS**

2. Attorney: Jennifer Noe
3. Chief of Staff/Codes Director: Allen Nicholson
4. City Recorder: Mary Molepske
5. Court Department: Cynthia Hollingsworth
6. Finance Department: Will Duffel
7. Fire Department: Chief Walker
8. Human Resource Department: Violet Black
9. Parks Board Report: Michael Smith
10. Parks Department: Anthony Clark
11. Police Department: Chief Ray
12. Public Works Department: Clint Biggers
13. Technology Department: Justin Wheeler
14. Thrive 55+ Department: Tammany Carter

#### **UNFINISHED BUSINESS**

15. None

#### **NEW BUSINESS**

16. Discussion: Local Government Representatives
- [17.](#) Resolution 2026-15: Amending the Charitable Donation Policy
- [18.](#) Contract: Kellie Reed Budget Prep
19. Request for fielding quotes for the year end audit FY 2026
- [20.](#) Ordinance 645: Fire - Insurance Reimbursement, Training Grounds, & VFEAT Grant
- [21.](#) Ordinance 646: Senior Center - Additional Grant Awarded from Department of Disability and Aging
- [22.](#) Resolution 2026-16: AARP Community Challenge Grant
- [23.](#) Resolution 2026-17: Healthy Built Environment Grant

[24.](#) Resolution 2026-18: T-Mobile Hometown Grant

[25.](#) Resolution 2026-20: Authorizing Check Signers

[26.](#) Resolution 2026-19: GNRC Application for Grant Money Contract Renewal

[27.](#) Contract: Fireworks for Summerfest 2026

28. Discussion: Employee Manual Updates - Grievance and Appeal Procedures

[29.](#) Resolution 2026-21: Grant Amendment one for Contract Z26THSO11

[30.](#) Resolution 2026-22: Change order for CSR Engineering

#### **SURPLUS PROPERTY NOMINATIONS**

31. None

#### **EXPENDITURE REQUESTS**

32. None

#### **OTHER**

[33.](#) Resolution 2026-23: Comptroller Financial Excellence Award

#### **ADJOURNMENT**

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



## TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting February 03, 2026, 6:00 PM Minutes

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### CALL TO ORDER

Vice Mayor Kerrigan called the meeting to order at 6:00 pm.

### ROLL CALL

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

### ABSENT

Mayor Greer

### APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the agenda with changes Announcing the new date, time, and location for the mowing bid opening and adding the VFEAT Grant under other. All approved by voice vote.

### APPROVAL OF MINUTES

1. Approval of January 6, 2026, Regularly Scheduled Workshop Minutes  
A motion was made By Councilman Thompson, Seconded by Councilman Young, to approve the January 6, 2026, minutes. All approved by voice vote.

### PUBLIC FORUM

**Tammy Adcock:** a resident of S. Poole Street, requested that the Council vote **no** on the proposed speed limit change for S. Poole Street. She noted that only two residents requested the change at the previous meeting, one of whom does not live in the county. She stated that N. Poole Street, a higher-traffic cut-through between Forest Street and Bell Street, remained at 25 MPH despite speeding concerns, while S. Poole Street is a short dead-end street with limited traffic. She added that the street is approximately 1,000–1,200 feet long, has 9 out of 10 occupied homes, and based on her observations and Ring camera footage, she has not witnessed speeding or hard braking on the street.

**Courtney Drybala:** a resident of S. Poole Street, also requested that the Council vote **no** on the proposed speed limit change. She stated that the full context for the request was not presented to Council. She noted that she has lived on the street since 2017 and that her grandparents live next door. She explained that recent issues began after a new neighbor moved in and allowed children to play unsupervised in the roadway, which has led to ongoing conflict, including a reported physical assault involving a resident on the street, with a court date scheduled. She stated that she fears for her family's safety and that her home is equipped with cameras, which she is willing to make available to Council Members or law enforcement. She expressed that the issue should continue to be addressed by the Police Department rather than through a speed limit change, which she believes does not address the underlying problem.

### REPORTS

2. Attorney: Jennifer Noe  
Attorney Noe requested a 2-minute attorney client meeting at the end oof the agenda.
3. Finance Department: Will Duffel

**Will Duffel Finance Director** presented the Monthly Budget report for January through slides. He gave a packet to the council members to follow. He explained why revenue has not changed since last month. Expenses are holding steady and we are trying to make sure we are not overspending.

## UNFINISHED BUSINESS

### 4. Ordinance 644: Budget Amendment – 2nd Reading

This item includes expense items related to the THSO Grant, a retirement line item, and donation items for the Police Department, Thrive 55, and the Finance Department, as well as the Water and Sewer Fund from Resolution 2025-36 passed in September for the SCADA Project overage.

## NEW BUSINESS

### 5. Resolution 2026-07: Amendment to the Water Bill Application

**Will Duffel** explained the current process for front office interactions with new water service customers, billing, and service cutoffs. He noted that there are currently three different water service applications and that the goal is to consolidate them into a single, streamlined form. He stated that the rules and regulations adopted in Resolution 2025-14 are only available online and not provided directly to customers and proposed including them with the application. He also noted that the online application collects unnecessary information that is not stored in the system and should be eliminated, that ServLine information should be provided to customers upfront, and that the in-office and online applications currently do not match. John

### 6. Louallen: Candidate for District 78 - Tennessee House of Representatives

**Mr. Louallen** thanked the Council for the opportunity to speak. He stated that while his original intent was to introduce himself and share his background ahead of an upcoming election, he felt compelled to commend the City following the recent storms. He noted observing City employees, elected officials, and leadership at the warming center and praised their organization, compassion, and care shown to those in need. He stated that the city has an exceptional group of employees and that their leadership and conduct were commendable.

### 7. Award of the mowing bid - Opening /delayed due to weather closure

**Mary Molepske** stated the original date for this Bid opening was 1-26-2026. We had a winter storm which caused a closure of offices that week. When we returned to offices, we set a new date and time for the bid opening on February 5, 2026, at 11 am. There was a mandatory walk through on January 12<sup>th</sup> and only the bidders that attended the walk through are able to submit a bid. I kept email contact with those bidders keeping them updated on the closure and the new date and time. I will email the council the bid tabulation form once the opening is complete, so they are able to review before the meeting on February 10, 2026.

### 8. Contract: Laser Light Contract for Summerfest

**Anthony Clark** stated that we have done this Laser Light show for the last 2 years and it has been a big hit. He would like to do it again this year if the council approves the contract in the amount of \$ 9,000.00 (nine thousand dollars).

### 9. Resolution 2026-08: Grant Amendment #5: Contract number 77833-26 - Police Department

**Mary Molepske** stated the amendment on the agenda from us deals with section changes with added verbiage concerning the responsibilities of the Grantee when reporting to the state and how to do so.

### 10. Resolution 2026-09: Department of Disability and aging Grant # 34401-99566-116 - Thrive 55+ Center

**Tammany Carter** stated that we received an additional \$ 8,857.00 (eight thousand eight hundred fifty-seven dollars) to our grant in addition to the \$ 30,000.00 (thirty thousand dollars) we were originally awarded. This is the amendment, so we are able to move forward with spending any of the money.

### 1. Discussion: Estimates for work at Thrive 55+ Center

**Tammany Carter** stated that a grant awarded in August 2024 must be expended by March 31, 2026, and that a portion was allocated for entry doors. She reported receiving two estimates and has not received a third. She explained that the interior entry doors are ineffective, create safety concerns due to limited space, and may be eliminated from the project. One estimate is approximately \$30,000 for both sets of doors, while the other is approximately \$17,000 for one set of exterior doors only, with \$29,000 remaining in the grant allocation.

**Councilman Thompson** asked whether the project could proceed without a third estimate, and it was advised that an explanation letter would be required documenting the inability to obtain a third quote.

**Vice Mayor Kerrigan** asked about use of remaining funds if the lower bid is selected, and Ms. Carter stated she is considering replacing chair rails. She also noted that a separate estimate under a newly awarded grant includes replacing ballast lighting with LED fixtures, and that the estimate will be sent to Mary to begin that work.

12. Resolution 2026-10: Adopt and recognize City Streets

**Attorney Noe** stated that this came out at a meeting that we have not formerly adopted our city streets. This is a list of the current streets the city has and speaking with Allen we determined moving forward when we accept a new subdivision we need to formally adopt any streets that we will be accepting the maintenance for them. This ensures we have an official list of city streets.

13. Resolution 2026-11: Adopt a speed limit on S. Poole Street

Clint Biggers stated that as of right now there is no speed limit posted on that street and the speed falls under Ordinance 637 which city streets are 25 MPH unless otherwise marked. The highest speed on that street would be 25 MPH, but he is waiting for the council to decide if they want to lower the speed limit to 15 MPH on that street before they place a sign up.

## **SURPLUS PROPERTY NOMINATIONS**

14. None

## **EXPENDITURE REQUESTS**

15. None

## **OTHER**

16. VFEAT Grant award - \$ 35,130.00 - No Match

**Chief Walker** stated that they received notification last week that we are awarded this bid with no match. This grant is through the State of Tennessee through the Fire Marshal's office. They will send the contract by the end of this week. Jennifer can review it before Tuesday meeting and we can start getting prices on items to buy through the grant. We are looking to get some needed equipment when it is determined the amount they award us. We had the same contract last year. We do not have to spend and get reimbursed they send us a check up front.

**\*\* Meeting paused for the Attorney Client Privilege meeting at 6:36 PM\*\***

**\*\* Meeting restarted after the Attorney Client Privilege meeting at 6:40 PM\*\***

**Allen Nicholson** stated that he and AC met with the grant writing firm and identified four additional no-match grant opportunities to be added to the agenda for the February 10, 2026, meeting. He noted the grants include T-Mobile (up to \$50,000), AARP (up to \$25,000), a Tennessee Department of Health Built Environment Grant (up to \$50,000), and a downtown grant, all requiring no local match.

## **ADJOURNMENT**

A motion was made by Councilman Thompson, seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:41 PM.

DRAFT

## RESOLUTION 2026-15

### A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AMENDING RESOLUTION 2025-42 CHARITABLE DONATION POLICY GUIDELINES TO REMOVE THE CITY RECORDER FROM THE APPLICATION AND ALL SUBMISSIONS GO TO THE FINANCIAL DIRECTOR FOR APPROVAL.

**WHEREAS**, the Town of Ashland City recognizes the importance of providing charitable donations in a fair, transparent, and fiscally responsible manner; and

**WHEREAS** it is necessary to establish formal guidelines outlining the qualifications and procedures for charitable donation requests pursuant to T.C.A. 6-54-111; and

**WHEREAS** the guidelines state that applications will be reviewed for completeness by the Financial Director; however, the application currently instructs applicants to submit materials to the City Recorder. This will be corrected by removing the City Recorder and replacing it with the Financial Director to ensure consistency with the guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the Town of Ashland City, Tennessee, that the Charitable Donation Policy Guidelines, as listed in this Resolution, shall be set for all charitable donations given by the Town.

#### **1. Qualifying Agencies:**

- a. Nonprofit charitable organizations
  - i. No part of net earnings inures to the benefit of any individual
  - ii. Must provide year-round services benefiting the general welfare of the residents of The Town of Ashland City.
- b. Nonprofit civic organizations
  - i. Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation. Typically, this organization is formed under 26 U.S.C.A. 501 (c)(4) or (c)(6).

#### **2. Further qualifications for funding consideration:**

- a. Must be based in, or its activities closely affiliated and aligned with the Town of Ashland City.
- b. Must not be the recipient of any other financial or other type of assistance from the Town of Ashland City.
- c. Activities must benefit the citizens of the Town of Ashland City.

**3. Submittal requirements:**

- a. A copy of the most recent annual audit which must be within two years of agencies current Fiscal Year.
- b. A description of the program that serves the residents of the municipality.
- c. The proposed use of municipal assistance.
- d. Proof of nonprofit registration.
- e. Completed city application from.
- f. copy of current Form W-9.

**4. All submittals shall be made between January 1 and March 1 of each calendar year.**

**5. Requests for funding shall be submitted to the City Financial Director who shall review for completeness and advise the agency in writing if the submittal is eligible for funding consideration. Eligible funding requests shall be distributed to the City Council for review and approval.**

**6. Nonprofit civic organizations are required to have a publication of intent to fund in a newspaper of general circulation. Said notice shall contain the Town’s intent to make appropriation, intended amount of contribution, and purpose to be used.**

**7. There shall be an appropriation agreement once donation approved to satisfy Title 5, Chapter 29 of Internal Control and Compliance Manual for Tennessee Municipalities. An annual report of activities is also required.**

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

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MAYOR GERALD GREER

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CITY RECORDER MARY MOLEPSKE



# APPLICATION TO REQUEST DONATION

NAME OF ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

SUBMITTAL DATE: \_\_\_\_\_ **APPLICATION PERIOD JANUARY 1 THROUGH MARCH 1**

## TYPE OF AGENCY (CHOOSE ONE)

### Nonprofit charitable organization

- 1.No part of net earnings inure to benefit of any individual.
2. Must provide year-round services.

### Nonprofit civic organization (26 u.s.c.a & 501© or (c)(6)

- 1.Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism, and recreation.

**\*If not a nonprofit charitable or civic organization – STOP. You are not eligible for funding\***

Do you have proof of nonprofit registration?

 YES NO

**If NO – STOP. You are not eligible**

Are you a United Way funded agency?

 YES NO

**If YES – STOP. You are not eligible**

Are you a recipient of any other financial or other type of assistance from the Town of Ashland City?

 YES NO

**If YES – STOP. You are not eligible**

**Are you based in, or are your activities closely aligned with, The Town of Ashland City?  
Explain.**

\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_

**If NO – STOP. You are not eligible**

**SUBMITTAL RERQUIREMENTS**

**Eligible agencies must attach the following materials to this application.**

- Proof of Nonprofit registration
- A copy of the most recent annual audit (must be within 2 years of current) or annual reporting form for non-profit organizations.
- A description of the program that serves the residents of The Town of Ashland City and the proposed use of Municipal assistance.
- A copy of your current W9 Form

**\*\*If all of the items required are not submitted – STOP. You are not eligible for funding.**

We are requesting a donation in the amount of: \$ \_\_\_\_\_

**SIGNATURE OF PERSON APPLYING:** \_\_\_\_\_

**TITLE OF PERSON APPLYING:** \_\_\_\_\_

**\*\*Applications with attachments should be sent or delivered to the following address:**

The Town of Ashland City  
Finance Director  
405 N. Main Street  
Ashland City, Tennessee 37015

## CONSULTING AGREEMENT

This AGREEMENT made and entered into this the \_\_\_\_ day of March, 2026 by and between the Town of Ashland City, hereafter referred to as the "Town", and Kellie Reed, hereafter referred to as Consultant, to provide for the terms of professional services to be rendered by Consultant to the Town and compensation therefor, together with requisite terms and conditions, mutual obligations, rights and duties of both parties.

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises as set forth in this agreement the Town and Consultant do agree as follows, to wit:

1. Consultant shall on an as need basis shall provide accounting services in which she will work with the Finance Director and any additional staff in which Mayor Gerald Greer and/or Chief of Staff Allen Nicholson directs her to work with for preparation of the annual budget process and/or any additional work needed by the town. This includes but is not limited to the following: projection of the current fiscal year budget, preparing spreadsheets, working with staff to teach them the budget preparation process, meeting with staff as needed for budget discussions, preparing materials for budget presentations.
2. The term of this agreement between the parties shall be for a term of not to exceed twelve (12); however, either party may request termination of this agreement for any reason by giving the other party thirty (30) days written notice.
3. Compensation of services shall be at an as needed basis, but will be scheduled in advance in order to accommodate the needs of both parties. Compensation shall be at an hourly rate of seventy-five dollars (\$75.00) per hour.
4. The Town and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Consultant shall not be entitled to any benefits accorded to Town employees by virtue of the services provided under this agreement. The Town shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state insurance program, otherwise assuming the duties of an employer with respect to Consultant. Consultant shall provide the Town with a W-9 and will receive a non-employee compensation 1099.

5. The Consultant shall indemnify, defend and hold harmless the Town, its employees, agents, and officials, from and against any and all claims, losses or liability, or any portion thereof, including, but not limited to attorney's fees and cost, arising from injury or death to persons, including but not limited to injuries, sickness, diseases or death to Consultant, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
6. The Consultant agrees to maintain confidential information in which may be obtained and protect it from unauthorized disclosures. The obligations of confidentiality shall not apply to information that: is or becomes publicly available through no breach of this agreement by the Town or is required to be disclosed by law, regulation, or court order.

WITNESS the hands of the duly authorized parties on the day and date hereafter written.

TOWN OF ASHLAND CITY, TENNESSEE

CONSULTANT

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
KELLIE REED, CMFO/CMC

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
JENNIFER NOE, CITY ATTORNEY

**Ordinance No. 645**  
**An Ordinance of the**  
**Town of Ashland City, Tennessee**

**Amending the Fiscal Year 2026 Budget**

- WHEREAS** the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22<sup>nd</sup> Day of July, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

**SECTION 1.** Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

<b>Fund Name: General Fund</b>					
<b>Line Item</b>	<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Budget Amendment / Change</b>	<b>Amended Budget</b>
1R	110-36350	Insurance Recoveries	\$0.00	(\$1,650.00)	(\$1,650.00)
1E	110-42200-265	Repair & Maintenance - Training Grounds	\$5,000.00	\$1,650.00	\$6,650.00
2R	110-33403	VFEAT PPE Fire Equipment & Training State Grant	\$0.00	(\$35,130.00)	(\$35,130.00)
2E	110-42200-709	VFEAT Vol Firefighter Equipment & Training Grant	\$16,011.44	\$35,130.00	\$51,141.44
<b>Total Expense:</b>			<b>\$21,011.44</b>	<b>\$36,780.00</b>	<b>\$57,791.44</b>

**SECTION 2.** Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, Mayor

*Attested*

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, City Recorder

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

**Ordinance No. 646**  
**An Ordinance of the**  
**Town of Ashland City, Tennessee**  
**Amending the Fiscal Year 2026 Budget**

**WHEREAS** the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22<sup>nd</sup> Day of July, 2025; and

**WHEREAS** the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and

**WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

**WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

**SECTION 1.** Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

<b>Fund Name: General Fund</b>					
<b>Line Item</b>	<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Budget Amendment / Change</b>	<b>Amended Budget</b>
1R	110-33400	State Grant	(\$55,880.60)	(\$4,168.00)	(\$60,048.60)
1E	110-44310-900	Capital Outlay	\$31,762.60	\$4,168.00	\$35,930.60
2R					
2E					
<b>Total Expense:</b>			<b>\$31,762.60</b>	<b>\$4,168.00</b>	<b>\$35,930.60</b>

**SECTION 2.** Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, Mayor

*Attested*

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, City Recorder

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

**RESOLUTION NO. 2026-16**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE APPLICATION FOR THE AARP COMMUNITY CHALLENGE GRANT WITH NO MATCH OF FUNDS.**

**WHEREAS** the AARP Grant is \$ 20,000.00 (twenty thousand dollars) with no match of funds for tangible projects, creating vibrant public places like parks, open spaces, and community amenities, expanding transportation and mobility options like walkable, bikeable, and transit access, and increasing accessible and affordable housing choices, enhancing digital connections and digital literacy and strengthening disaster resilience; and

**WHEREAS** the grant money will be used for improvements to Johns Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** to approve the application of the AARP Community Challenge Grant.

1. The AARP grant for \$ 20,000.00 (twenty thousand dollars) with no match of funds is for tangible projects, creating vibrant public places like parks, open spaces, and community amenities, expanding transportation and mobility options like walkable, bikeable, and transit access and increasing accessible and affordable housing choices, enhancing digital connections and digital literacy and strengthening disaster resilience.
2. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant on behalf of the Town of Ashland City.
3. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

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MAYOR GERALD GREER

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CITY RECORDER MARY MOLEPSKE

**RESOLUTION NO. 2026-17**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE APPLICATION FOR HEALTH’S HEALTHY BUILT ENVIRONMENT GRANT FOR \$50,000.00 WITH NO MATCH OF FUNDS.**

**WHEREAS** this is A \$50,000.00 (fifty thousand dollars) No Match of funds Grant; and

**WHEREAS** the money awarded from this Grant would be used for improvements to Johns Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** to approve the application for the Health’s Healthy Built Environment Grant.

1. This is a \$50,000.00 (fifty thousand dollars) grant with no match of funds.
2. The money awarded from this Grant would be used for improvements to Johns Park.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE

**RESOLUTION NO. 2026-18**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE APPLICATION FOR THE T-MOBILE HOMETOWN GRANT WITH NO MATCH OF FUNDS.**

**WHEREAS** this grant is up to \$50,000.00 with no match of funds; and

**WHEREAS** it would include public spaces like parks, trails, community centers, and libraries; and

**WHEREAS** the money awarded from this bid would be used for improvements to Johns Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** to approve the T-Mobile Hometown Grant.

1. This grant is up to \$50,000.00 per project in rural towns under 50,000.00 with no match of funds.
2. The money awarded from this Grant would be used for improvements to Johns Park.
3. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant on behalf of the Town of Ashland City.
4. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE

**RESOLUTION NO. 2026-20**

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

**WHEREAS** the Town of Ashland City, through its City Council, as set out in the Town’s Charter Section 43, may elect to designate other officers to sign disbursement checks in the mayor’s absence; and

**WHEREAS** the City Council for the Town of Ashland City wishes to add Alicia Martin to all bank accounts.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to** hereby add Alicia Martin to all bank accounts.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

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MAYOR GERALD GREER

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CITY RECORDER MARY MOLEPSKE



March 11, 2026

To Whom it may Concern:

This letter serves as official notice that the Mayor and City Council of The Town of Ashland City approved the addition of an authorized check signer to all City bank accounts at the regularly scheduled City Council meeting held on March 10, 2026.

Specifically, **Alicia Martin** has been approved as an authorized check signer on all municipal bank accounts. This action does **not** remove or revoke any currently authorized signers. All existing signers shall remain in full authority alongside the newly approved signer.

**New Authorized Signer Information:**

Name: Alicia Martin

Address: 125 S. Main Street

City/State/Zip: Ashland City, TN 37015

Phone Number: 615-481-1000

Email Address: amartin@ashlandcity.org

This approval was properly presented to and passed by the City Council and is effective immediately.

Sincerely,

**RESOLUTION 2026-19**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY,  
TENNESSEE, TO APPROVE TO RECEIVE ANNUAL GRANT  
MONEY FROM GNRC (GREATER NASHVILLE REGIONAL  
COUNCIL).**

**WHEREAS** GNRC (Greater Nashville Regional Council) is seeking proposals from community facilities capable of providing a broad spectrum of services for older adults or adults with disabilities; and

**WHEREAS** GNRC (Greater Nashville Regional Council) intends to contract with at least one multipurpose senior center through this process; and

**WHEREAS** every provider of every type is required to reapply in full every 4 years.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND  
COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** to  
approve to receive annual grant money from GNRC (Greater Nashville Regional  
Council).

1. To reapply (every 4 years) for GNRC (Greater Nashville Regional Council) grant money, to provide a broad spectrum of services to older adults or adults with disabilities, at a multipurpose senior center.
1. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
2. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE



GREATER NASHVILLE  
**REGIONAL COUNCIL**

# Senior Center Services

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## Request for Proposals RFP-2026-04

**Greater Nashville Regional Council**

44 Vantage Way, Suite 450 | Nashville, Tennessee 37228 | Phone: (615) 862-8828 | Fax: (615) 862-8840

[GNRC.org](http://GNRC.org)

# RFP Summary

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## About GNRC

The Greater Nashville Regional Council (GNRC) is a public agency established by the Tennessee General Assembly to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services.

GNRC is designated by the State Unit on Aging (SUA) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at [www.GNRC.org](http://www.GNRC.org).

## About this Solicitation

GNRC is seeking proposals from community facilities capable of providing a broad spectrum of services and a facility for recreational activities for older adults, adults with disabilities, and their caregivers. **The GNRC intends to award one or more contracts to qualified multipurpose senior centers capable of providing the services described in this RFP.**

## Important Dates and Deadlines

**RFP Issued:** 02/18/2026

**Written questions** accepted through 03/08/2026

**Submission Deadline:** Proposals must be submitted by 03/22/2026

**Contract Period:** July 1, 2026 – June 30, 2030

## Inquiries and Contact Information

All inquiries should be directed in writing to [rfp@gnrc.org](mailto:rfp@gnrc.org) with a subject line that includes the RFP number.

## Amendments to this Solicitation

Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented in writing to [rfp@gnrc.org](mailto:rfp@gnrc.org). Oral statements or instructions will not constitute an amendment to this RFP. Any amendments to this RFP will be posted online at [www.GNRC.org/Procurement](http://www.GNRC.org/Procurement).

## Non-Discrimination

GNRC does not discriminate on the basis of race, color, national origin, including limited English proficiency (LEP), gender, gender identity, sexual orientation, age, religion, creed, or disability in admission to, access to, or operations of its programs, services, or activities. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other employment practices because of non-merit factors is prohibited. Any person who believes that discrimination has occurred by GNRC, or its contractors, sub-recipient, and/or consultants on the basis of race, color or national origin, including limited English proficiency (LEP), in violation of Title VI may file a written complaint. Complaints may also be filed with the state or federal agency involved, and with the Tennessee Human Rights Commission. Complaints must be filed within 180 days of the alleged discriminatory act. GNRC's full non-discrimination policy and additional information about **ADA** or **English language accommodations** are available online at [www.GNRC.org/legal](http://www.GNRC.org/legal).

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# Section 1. Background

## 1.1 About the GNRC

The Greater Nashville Regional Council (GNRC or Regional Council) is a public agency established by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act) to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services. GNRC is owned by and operated on behalf of its local government membership comprised county governments in the counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson, Tennessee, and all incorporated municipalities and metropolitan governments located within these counties.

GNRC is governed by a regional body comprised of city mayors, county mayors/executives, state legislators, appointments representing business/industry, and appointments representing minority populations. The Regional Council’s Executive Board convenes monthly to enact the adopted Annual Work Program and Budget on behalf of the membership and oversee the GNRC’s programs and services carried out by its staff.

## 1.2 About the Project

GNRC is seeking proposals from multipurpose senior centers and community facilities for the organization and provision of a broad spectrum of services, including Health Promotion and Disease Prevention services.

GNRC is designated by the State Unit on Aging (SUA) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at [www.GNRC.org](http://www.GNRC.org).

### Service Area

GNRC seeks to contract with at least one senior center located in each county listed below. The following table indicates the demographics for each county in GNRC’s service area:

County	Population		Language	Poverty		Rural
	60+ population	% of 65+ who are minority	% of 65+ who speak language other than English at home	% of 65+ who are below poverty	% of 65+ who are low-income minority	% of 65+ who reside in a rural area
Cheatham	10,032	2.60%	1.30%	7.20%	0.20%	83.00%
Davidson	128,786	26.20%	8.20%	11.10%	2.90%	3.50%
Dickson	13,462	5.80%	1.30%	11.40%	0.70%	67.80%
Houston	2,216	3.60%	0.50%	15.60%	0.60%	100.00%
Humphreys	5,333	3.00%	0.70%	7.60%	0.20%	82.50%
Montgomery	34,372	19.10%	8.60%	7.80%	1.50%	19.70%
Robertson	16,307	6.50%	3.50%	8.90%	0.60%	53.20%
Rutherford	58,541	13.00%	6.40%	7.60%	1.00%	17.00%
Stewart	3,977	3.40%	4.00%	11.50%	0.40%	100.00%
Sumner	47,141	6.70%	2.60%	8.50%	0.60%	27.90%
Trousdale	2,089	10.70%	0.70%	25.20%	2.70%	100.00%

County	Population		Language	Poverty		Rural
	60+ population	% of 65+ who are minority	% of 65+ who speak language other than English at home	% of 65+ who are below poverty	% of 65+ who are low-income minority	% of 65+ who reside in a rural area
Williamson	54,154	5.40%	4.80%	5.10%	0.30%	19.40%
Wilson	35,587	6.00%	2.70%	7.20%	0.40%	38.50%

### Target Population

Services must be targeted primarily to adults aged sixty and older (older adults) in the greatest social or economic need, with particular attention to low-income, minority older adults, and those residing in rural areas. At a minimum, GNRC strives to provide services to older adults and their caregivers in the greatest social or economic need in proportion to the population of the counties served.

### Reimbursement-Based Contract

This contract is a reimbursement-based contract. This means that contractors must incur the costs related to the contract and provide appropriate documentation of your expenditures. Once GNRC receives an acceptable invoice and supporting documentation, GNRC will then submit the cost for reimbursement to its funders. When GNRC receives the funds, it then disburses them to your business. There is no guaranteed payment time for invoices, and the average time of payment is approximately 45 days after the time complete documentation is submitted. This means that, for example, services provided on August 15 would be invoiced on September 8<sup>th</sup> and likely not be paid for until October 23<sup>rd</sup> or later.

### Funding Sources and Programs

Funding sources include federal Older Americans Act Title III B Supportive Services funds, federal Older Americans Act Title III D Health Promotion and Disease Prevention funds, and State of Tennessee Senior Center Operations funds.

The following is a brief description of each program:

- **Multipurpose Senior Centers** (also referred to as Senior Centers) are community facilities that organize and provide a broad spectrum of services and that provide facilities for recreational activities for older adults. Eligible organizations may also host a virtual Senior Center. Services provided include health (including mental and behavioral health), social, nutritional, and educational services. Senior Centers are funded through the following:
- **Older Americans Act (OAA) Title III B** funds, which provide an array of supportive services designed to allow older adults to reside in the community and in their own homes with the maximum amount of dignity for as long as possible. Title III B services are targeted to older adults with the greatest economic need, with particular attention to low-income minority individuals, those with the greatest social needs, and those residing in rural areas. Federal funds require a 10% match of local cash or in-kind funds.
  - **State of Tennessee Senior Center Operations** funds supplement the operations of Multipurpose Senior Centers in conjunction with federal OAA funding. Eligibility and utilization of state funding correspond with OAA funding. State funds require a 50% match of local cash or in-kind funds.
- **Health Promotion and Disease Prevention Programs** (also referred to as Evidence-Based Programming) are designed to improve health and well-being and to reduce disease and injury for older adults. Eligible programs must meet all requirements of evidence-based programming as set by the Administration for Community Living (ACL). More information about these requirements is provided in Section 2.2. These programs are funded through OAA Title III D funds.

# Section 2. Scope of Project

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## 2.1 Senior Center Requirements

The Greater Nashville Regional Council (GNRC) is seeking non-profit corporations and local governments with experience providing senior center services to adults age sixty and older (older adults), adults with disabilities, and their caregivers. Selection of an Offeror to receive a contract means that the provider is a GNRC Senior Center. GNRC Senior Center participants, members, or attendees who are aged sixty and older are referred to as Older Adult Participants. GNRC may refer Older Adult Participants to the Contractor for services.

It is important to note that having a contract with GNRC does not mean that the services provided will automatically be eligible for reimbursement.

### Minimum Qualifications

To be eligible for selection as a GNRC Senior Center, Offeror must meet the following criteria:

1. Have submitted a proposal to GNRC in response to this RFP as instructed in Section 3 that demonstrates:
  - a. Adequate staffing for the programs and services being proposed
  - b. Adequate financial capacity to sustain a reimbursement-based contract
2. Be one of the following:
  - a. Chartered in the State of Tennessee as a non-profit corporation with a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of by-laws that defines the governing entity and establishes its organizational structure; or
  - b. A division of a city or county government that operates in accordance with policy and procedures of the city or county government, and is created by statute, resolution, or ordinance. The city or county government must have policies and procedures that address the administrative and fiscal policies that govern the operation and management of the senior center.
3. Be one of the following:
  - a. A single-purpose agency with programs and activities designed and operated only for the benefit of older adults;
  - b. A multipurpose agency with a broad spectrum of services to older adults, including but not limited to provision of health, social, nutritional, and educational services, as well as the provision of facilities for recreational activities for adults aged sixty and over;
  - c. An organization which hosts an online platform which offers a broad spectrum of services to older adults, including the provision of health (including mental or behavioral health), social, nutritional, and educational services as well as recreational activities through a computer or other internet-enabled device.
4. Be open to the public at least 4 days per week for at least 4 hours per day.
5. Have public areas that are accessible for participants with limited mobility, including those participants using canes, walkers, or wheelchairs. Public areas include but are not limited to parking lots, entrances, restrooms, and activity spaces.
6. Be eligible to conduct business in the state of Tennessee and in the relevant city or county.

## Standards of Conduct

GNRC Senior Centers must adhere to the following Standards of Conduct:

1. Federal and state funds provided through a contract with GNRC will be expended only for services authorized by a contract with GNRC. Federal and state funds can only be expended on services provided to Older Adult participants.
2. Treat Older Adult Participants in a respectful and dignified manner, involve Older Adult Participants and their caregivers in the delivery of services, and provide services in a timely and safe manner.
3. No GNRC Senior Center will exclude any person from participation in, deny any person benefits of, or subject any person to discrimination in the performance of services or in the employment practices of the Senior Center on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
4. Quality Assurance will be an ongoing process in which all entities including SUA, GNRC, and GNRC Senior Centers will play a role.
5. No GNRC Senior Center will collect the Social Security number of any Older Adult Participant.
6. No GNRC Senior Center will deny any Older Adult Participant access to, or provision of any service provided through GNRC funding because of non-payment of membership dues.
7. Non-coercive solicitation of voluntary contributions is allowed. These contributions will be considered program income and will be expended during the budget year in which it is received. Program income must be used to expand the service for which the contribution was given and not replace federal funding.
8. Outside of allowable voluntary contributions and membership dues, no GNRC Senior Center staff, volunteers, or guests (such as vendors) will solicit or accept gratuities or favors or sell any type of merchandise or service to Older Adult Participants; nor may they seek to encourage the acceptance of any particular belief or philosophy by any attendee or participant.

## Program Requirements

Below are program requirements that GNRC Senior Center must agree to:

1. Record Older Adult Participant information using the Participant Registration Form in the state-approved database, making updates as they occur. All required forms will be provided by GNRC.
2. Submit Older Adult Participant attendance monthly in the state-approved database.
3. Submit an annual report to the Secretary of State and to GNRC. GNRC Senior Centers who are non-profit organizations must also submit a copy of the Senior Center's 990 tax form.
4. Administer an annual satisfaction survey and submit the results to GNRC.
5. Maintain evidence of proper certification or credentials to conduct specific evidence-based programs for all leaders, coaches, or instructors.
6. Assist Older Adult Participants to access benefits under other programs, including those administered by GNRC. Communication with GNRC may be necessary to ensure that services are coordinated in a manner that does not lead to an unnecessary duplication of services.
7. Post notices of nondiscrimination in conspicuous places that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.
8. Post the following in a conspicuous place that is available to all participants:
  - a. Participant Grievance Procedures

- b. Title VI Civil Rights Notice
- c. Equal Employment Opportunity Poster
- d. Public Accountability Poster (800# TN Comptroller's Office)
- e. Call 911 for Emergency
- f. Location of First Aid Kits, Fire Extinguishers, and other supplies
- g. Monthly Calendar of Events

## General Contract Requirements

Below are the general requirements and expectations that GNRC Senior Centers must agree to. By submitting a response to the RFP, Offerors are asserting that they agree to these general requirements and will enter a contract containing these requirements (sample attached as Attachment D).

1. Follow Standards of Conduct as outlined in this RFP and as otherwise communicated to the GNRC Service Providers.
2. Meet appropriate federal or state requirements for licenses and liability insurance for the entirety of the contract.
3. Comply with all applicable federal, state, and local laws, rules, and regulations including, without limitation, civil rights laws.
4. Update the proposal information to GNRC as changes occur during the contract period.
5. Comply with all requirements specified in the service descriptions when providing GNRC-authorized services. See Section 2.2 for Service Descriptions.
6. Make arrangements for the availability of services in weather-related and other emergencies when feasible.
7. Report any abuse, neglect, or exploitation directly to Adult Protective Services, as required by law, as well as submit reports about incidences and action taken to GNRC.
8. Treat all Older Adult Participant information as confidential. Ensure that it is filed securely and accessed or shared according to the minimum necessary rule.
9. Have procedures in place to ensure that no information about Older Adult Participants is obtained or disclosed by a GNRC Senior Center in a form that identifies the person without the informed written consent of that person or of his or her legal representative. Disclosure may be allowed by court order, or for program quality assurance by authorized federal, state, or GNRC staff so long as access is in conformity with the Privacy Act of 1974 or other governing law. All Older Adult Participant information must be maintained in controlled access files. (Exception: A written release of information when making a referral for Adult Protective Services is not required.)
10. Follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) laws to further protect the privacy of center participants if the GNRC Service Provider is a Covered Entity or otherwise subject to HIPAA requirements.
11. Maintain sufficient insurance to indemnify GNRC and its funding partners against loss. Insurance requirements are outlined in the attached sample contract (Attachment D).
12. Obtain sufficient bond coverage for protection of GNRC and the SUA from theft, forgery, embezzlement, and fraud losses by the GNRC Service Provider, any of its agents or employees, full or part-time.
13. Inform all individuals of their right to file a grievance and provide them with a copy of GNRC's required grievance procedures and follow the GNRC-required grievance procedures when a center participant is dissatisfied with service(s) being provided.

14. Complete background checks for employees and volunteers in accordance with Tennessee Code Annotated §52-2-1002.
15. Document and maintain personnel files for each GNRC Service Provider staff or volunteer who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of Older Adult Participants. At minimum, personnel files must contain the following:
  - a. A statement of any prior convictions
  - b. Confidentiality statement renewed and signed annually.
  - c. Current job description
  - d. Results of employment history and personal reference checks
  - e. Results of background checks as required by TCA §52-2-1002
  - f. Results of any other requested checks
  - g. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by the GNRC Service Provider.
  - h. Evidence of orientation and training
  - i. Annual documentation of flu vaccination or declination
16. Require GNRC Service Provider staff and volunteers to participate in training relevant to their major job responsibilities and in GNRC- and SUA-designated training when appropriate.
17. Have a policy in place to ensure that personnel or volunteers who have contracted any infectious illness or disease do not provide services to any Older Adult Participants until they are without symptoms.
18. Allow GNRC to monitor operations at least annually, including on-site access.
19. Respond to requests for information from SUA and GNRC.

This RFP will be incorporated into any contract awarded. If there is a material change in any information Offeror provides as a response to this RFP, Offeror must immediately notify GNRC.

## 2.2 Requested Services

The Senior Centers selected through this RFP will provide health (including mental and behavioral health), social, nutritional, and educational services, as well as facilities for recreational activities for older adults. The contracting period is July 1, 2026 to June 30, 2030.

### Senior Center Services

Offerors must provide Telephone Reassurance in addition to one or more of the following services during hours of operation:

#### Telephone Reassurance (Required)

Regular phone calls aimed at providing comfort and preventing loneliness for older adults who may otherwise be at risk of isolation. Older adults may opt to enroll in telephone reassurance services. Calls may be made by trained volunteers.

#### Health Education

Individual and/or group sessions that help participants understand how their lifestyle impacts their physical and mental health and to develop practices that enhance their total well-being. Includes programs relating to prevention and reduction of chronic disabling conditions (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight control, and stress management.

#### Physical Fitness and Exercise

Activities designed to improve strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health, and/or other aspects of physical functioning. Includes group exercise, music therapy, art therapy, and dance-movement therapy, including programs for multigenerational participation.

### Recreation

Activities (structured or unstructured) which foster the health and/or social well-being of individuals through social interaction and the satisfying use of leisure time.

### Education

Activities designed to assist individuals to acquire knowledge, experience, or skills; provided to a group of older adults regarding issues related to their health, welfare, or well-being. Includes sessions to increase awareness in such areas as nutrition, financial management/consumerism, crime, or accident prevention, promoting personal enrichment, increasing or gaining skills of a craft or trade.

### Evidence-Based Programming

In addition to the services above, Offerors will provide Health Promotion and Disease Prevention Programs (Evidence-Based Programming) through OAA Title III D funding. These are activities related to the prevention and mitigation of the effects of the following:

- Chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular diseases)
- Alcohol and substance abuse reduction
- Smoking cessation
- Weight loss and control
- Stress management
- Falls prevention
- Physical activity
- Improved nutrition

The programs offered through this funding must either meet ACL's evidence-based definition or be considered an "evidence-based program" by any operation division of the U.S. Department of Health and Human Services (HHS) and is shown effective and appropriate for older adults.

If you have any questions about the approval of a program, ensure those are answered before you respond to this RFP.

# Section 3. Instructions to Offerors

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## 3.1 Pre-Proposal Inquiries

All inquiries should be directed in writing to [rfp@gnrc.org](mailto:rfp@gnrc.org) by the end of the day on March 8, 2026. The email must include a subject line that contains the RFP number. Answers will be provided in writing and made available to all potential Offerors. All questions and answers compiled through March 8, 2026 will be posted online at [GNRC.org/Procurement](http://GNRC.org/Procurement) as an addendum to the solicitation. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

## 3.2 Submission Requirements

Offerors may submit a proposal in one of three ways:

1. Complete the online RFP response in its entirety, including signed copies of required forms by an authorized signatory: [www.gnrc.org/applications/RFP-2026-04](http://www.gnrc.org/applications/RFP-2026-04)
2. Submit one electronic copy (PDF format) to [rfp@gnrc.org](mailto:rfp@gnrc.org). The subject heading of the email should be clearly marked "Attention: RFP 2026-04; or
3. Submit one hard copy to GNRC, 44 Vantage Way, Suite 450, Nashville, TN, 37228. The outside of the package should be clearly marked "Attention: RFP 2026-04"

A copy should be maintained for the Offeror's records.

Proposals should include all typed, completed forms included with this RFP. There are no page limits or specific formatting requirements, but Offerors are encouraged to be mindful of the level of effort involved in reviewing proposals.

## 3.3 Proposal Contents

The following items must be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected.

### Item 1. Cover Letter

Offeror must provide a cover letter signed by an authorized individual submitting the proposal on behalf of their agency. This letter must include:

- a. A statement that the accompanying proposal is in response to this RFP
- b. A statement that Offeror is willing, if selected, to execute a contract with GNRC containing the contract terms provided in Attachment E
- c. A statement that Offeror will provide a 10% match for all Title III B funds and a 50% match for all State funds if selected
- d. A statement identifying the individual(s) authorized to finalize a contract on behalf of the Offeror
- e. The Offeror's mission statement, values, and guiding principles, if applicable

### Item 2. Assurances and Certifications

Include a completed Assurances and Certifications form, provided as Attachment A to this RFP. The form must include the appropriate signatures.

### Item 3. Business Information

Include a complete Business Information form, provided as Attachment B to this RFP.

#### **Item 4. Service Details**

Include a completed Service Detail form, provided as Attachment C with this RFP, to indicate services covered under this RFP. GNRC reserves the right to approve or disapprove any evidence-based programs.

#### **Item 5. Licenses, Certifications, Permits, and Accreditations**

Provide copies of all required licenses, certifications, permits, and accreditations required by state or federal governments, as applicable, including the following:

- a. A copy of the Offeror's business license, if required
- b. Copies of the proper certifications or credentials for each proposed Evidence-Based Program leader, coach, or instructor, as applicable

#### **Item 6. Funding Request**

Include a completed Funding Request form, provided as Attachment D with this RFP. The amount requested is not guaranteed; actual amount offered will be based on eligibility and available funding.

#### **Item 7. History and Experience**

Provide the following information about the Offeror's history and experience:

- a. A brief history of the Offeror, including number of years in operation and its service delivery system for senior center programming and services. Emphasis should be placed on how the Offeror has historically satisfied the service needs of older adults in the greatest social and economic need, including low-income, minority, and older adults living in rural areas and their caregivers
- b. A description of the Offeror's experience operating programs under similar contracts
- c. A description of the Offeror's organizational experience in working with older adults or adults with disabilities, including the approximate number of older adults that have attended the center in the last year

#### **Item 8. Service Implementation Plan**

Provide the following information about the Offeror's approach and plans for program implementation:

- a. A description of daily operations, including the number of older adults that visit the center per day on average
- b. A description of the types of activities and services provided to older adults, including any other supportive and nutritional services available at the location
- c. A description of the approach and plans for program and service implementation
- d. A description of the plans and efforts to increase community awareness of the services and programs provided. Include the plan to reach older adults in the greatest social and economic need, including low-income, minority, and older adults living in rural areas and their caregivers
- e. A sample calendar of the last 3-6 months of programming
- f. A proposed schedule of any evidence-based programming for the first contract year
- g. A description of quality assurance measures taken by the Offeror
- h. The Offeror's plan for providing services during emergencies
- i. The Offeror's policy and process for conducting and maintaining documentation on criminal background checks for staff and volunteers involved in service delivery related to this RFP

#### **Item 9. Cost Effectiveness**

The services requested through this proposal are made available using public funds, as outlined in Section 1.2. As such, cost effectiveness is a key component of the programs. Describe your agency's approach to ensuring that the services and programs provided are cost effective.

## Item 10. Personnel and Training

Provide the following information related to personnel and training:

- a. An organizational chart showing both the overall agency and the single organization unit responsible for delivering proposed programs and services with indication of key roles that will be involved in the program and the supervisory structure related to proposed service delivery
- b. The job descriptions for each position that will manage, supervise, or provide services and programs related to the contract. Include any required qualifications and competencies

## Item 11. Financial Capacity

Provide the following to show the Offeror's financial management capacity:

- a. EITHER:
  - i. The most recently completed audited financial statements of Offeror dated no more than five years prior to this submission;
- OR
- ii. All the following:
  - i. IRS tax reporting forms/tax return for the most recently concluded fiscal year
  - ii. A current written bank reference, in the form of a standard business letter, indicating that the Offeror's business relationship with the financial institution is in positive standing
  - iii. Two current written positive credit references in the form of standard business letters from vendors with which the Offeror has done business, or documentation of a positive credit rating determined by an accredited credit bureau within the last six months
- b. A brief explanation of the Offeror's understanding of the reimbursement process described under "Reimbursement-Based Contract" in Section 1.2. Include an explanation of the strength of the Offeror's cash flow to allow it to continue operations while awaiting payment from GNRC

## Item 12. Corrections, Amendments, and Clarifications

Include signed copies of all corrections, amendments, and clarifications to this RFP. Such corrections, amendments, and clarifications will be posted to GNRC.org/Procurement alongside the original RFP document.

## 3.4 Terms and Conditions

### Accuracy of Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your proposal being deemed non-responsive. GNRC may institute debarment proceedings against the Offeror and terminate any contract or purchase order that has been awarded based on inaccurate information.

### Validity of Proposals

All proposals shall be valid for a period of 120 days from the closing date of the solicitation unless another time limit is agreed to in writing by all parties. An Offeror's submission of a proposal does not obligate GNRC to contract with the Offeror.

### Preparation Costs

GNRC will not be liable for any costs incurred by an Offeror in the preparation of its response to a solicitation, nor for the presentation of its proposal or participation in any clarifications, discussions, negotiations, or protests.

## **Ambiguity, Conflicts, and Irregularities**

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification in writing via email to [rfp@gnrc.org](mailto:rfp@gnrc.org). Required modifications or clarifications will be issued by solicitation amendment.

GNRC reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

## **Acceptance Period**

Offeror must indicate acceptance of the final version of this solicitation as amended. A response to a Request for Proposal is an offer to contract with GNRC based upon the terms, conditions, scope of services, and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for 120 days after the proposal opening time and date.

## **Standard Contracting Terms**

A sample contract containing GNRC's standard terms for senior centers are attached to this solicitation as Attachment E. Contract terms appearing in brackets may not apply to all contracts. Offeror must be willing to accept the standard terms and conditions. Any desired exceptions to the terms and conditions must be identified in the proposal cover letter. If no exceptions to the contract are stated, they might not be granted after the contract is awarded. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of GNRC, the requested changes are unacceptable.

## **Ownership of Proposals**

All materials submitted in response to this RFP become the property of GNRC upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between GNRC and Offeror. GNRC is a public entity, and its records are subject to disclosure under law.

# Section 4. Selection Process

## 4.1 Proposal Reviews

After a preliminary review to determine if the Offeror has demonstrated the requisite qualifications identified in Section 2.1, the submission will be considered a “Qualified Proposal.” Qualified Proposals will be evaluated using the following scoring criteria. Qualified Proposals must meet a minimum score of 70 points out of the 100 possible points to be considered for a contract. In the event two or more Offerors have submitted Qualified Proposals to provide the same or similar services, proposals will be ranked according to their overall score.

WEIGHT	CRITERION	CONSIDERATIONS
45 points	Service Delivery, Service Details, and Personnel and Training	Is the Offeror’s plan for program implementation consistent with best practices and program requirements? Does the Offeror provide a wide array of services that benefit older adults? Does the Offeror have adequate staffing of qualified personnel to provide the services being proposed?
35 points	History and Experience	To what extent does the proposal demonstrate that the Offeror has experience working with similar populations? To what extent does the proposal outline the Offeror’s experience meeting social and economic needs of older adults? To what extent does the Offeror have experience with similar contracts? How long has the offeror been in business with a roster of clients?
20 points	Cost Effectiveness	Does the proposal demonstrate a sufficient plan to ensure the cost effectiveness of the services being proposed?

## 4.2 Final Evaluations

Based on the evaluation of the written proposals, GNRC may request to visit the Offeror’s location at which senior center services would be provided to review the facility and non-sensitive files and to conduct interviews with key staff.

In its discretion, GNRC may request the submission of any documents that may have been omitted from the Proposal.

## 4.3 Solicitation Outcomes

GNRC is not obligated to contract with anyone as a result of this solicitation.

Notwithstanding any other provision of this RFP, the GNRC expressly reserves the right to:

- Waive any immaterial defect or informality,
- Reject proposals that are incomplete,
- Reject any or all proposals, or portions thereof,
- Make changes to or reissue this Request for Proposal,
- Contract with any Offeror with a Qualified Proposal who did not initially receive a contract,
- Cancel the solicitation.

## 4.4 Protests

Disputes concerning the procurement process, selection outcomes, or any request for stay of award will be lodged and resolved as follows:

1. The aggrieved party will document its protest in writing. The protest must contain:
  - o The name, phone number, email address, and physical address of the person or entity protesting.
  - o A statement of grounds for the protest, including the law or process alleged to have been violated.
  - o The date that the protestor became aware of the issue.
  - o A statement of relief requested.
2. The protest must be emailed to [rfp@gnrc.org](mailto:rfp@gnrc.org) or hand-delivered to the GNRC office to the attention of GNRC Procurement no more than seven business days after the protestor knew or should have known about the event or situation that predicated the protest.
3. Ordinarily, a protest will pause the procurement selection process. However, GNRC reserves the right to continue the selection process should GNRC determine that it or its constituents will be harmed by the delay.
4. The Finance Director will notify the protestor of the receipt of protest and may elect to meet with the protester.
5. The Finance Director will endeavor to issue a decision on the protest within five business days, but no delay in the decision will be grounds for protest. The decision will be delivered by email and deemed received one business day after it is sent.
6. A protestor may appeal against the decision in writing to the Executive Director. The appeal must be received no more than five business days after receipt of the original decision. The Executive Director's decision on the matter will be final.
7. In some circumstances, state or federal law may provide for a protest procedure. Protestors must exhaust their administrative remedies with GNRC before using the state or federal process.

# Attachment A. Assurance and Certification

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**Assurances and Certifications – Senior Center**

RFP-2026-04

**Organizational Conduct**

If the answer to any of the following questions is yes, attach an explanation.

Has the organization and/or any of the organization’s employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to any contracted crime involving a public contract?

Yes  No

Has the organization and/or any of the organization’s employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to a felony?

Yes  No

Has the organization and/or any of the organization’s employees, agents, independent contractors been civilly liable in an action that involved fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

Yes  No

Has the organization and/or any of the organization’s employees, agents, independent contractors been relieved of responsibility by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

Yes  No

Is your organization currently under Federal or State debarment?

Yes  No

**Assurances and Certifications**

By signing this application, the Offeror represents, warrants, agrees to, and certifies each of the following:

- The Offeror has completed this Application independent of any outside influence which may result in it receiving privileged information about this RFP. **This certification is made under penalty of perjury.**
- This proposal factually represents the administrative capabilities and proposed services of the Offeror, and that, if the agency is selected, the Offeror will abide by the terms and conditions of the Provider Contract.
- The Offeror is in compliance with the specific Provider Requirements required by GNRC and the State of Tennessee described in Section 2.1 of the RFP.
- The Offeror is in compliance with the specific Service Description and Standards required by the State of Tennessee for each proposed service activity and described in Section 2.2 of the RFP.
- The Offeror has written policies regarding the following:
  - Personnel Policies
  - Non-discrimination in Hiring Policy
  - Non-discrimination in Service Delivery Policy
  - ADA Compliance Policy
  - Drug Free Workplace Policy
  - Affirmative Action Policy
  - Confidentiality Policy
  - Civil Rights Compliance Policy (Title VI and VII)
  - Certification Regarding Lobbying
- The Offeror has secured all required licenses, certifications, permits, and accreditation (as required by the State and/or Federal governments).

- The Offeror is willing and financially able to provide services without a guaranteed timeframe for reimbursement.
- The Offeror is not party to an outstanding lawsuit against GNRC or any of its member jurisdictions.
- The Offeror will provide such other and further assurances as may be requested by GNRC or DDA.
- The person signing on behalf of the Offeror is fully authorized to do so and to legally bind the Offeror thereby.

**Authorization For Submission**

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*(Legal Name of Offeror Agency)*

submits this application as part of its response to the Request for Proposals solicited by the Greater Nashville Regional Council. This application and all materials provided in response to the RFP will become part of any contract should the Applicant’s proposal be selected.

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Signatory

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Date

---

*Name and Title*

# Attachment B. Business Information

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## Business Information

Offeror Agency Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Office Address: \_\_\_\_\_

*If the Offeror has multiple offices, attach a complete list.*

Is this a virtual office?  Yes  No *If yes, provide the address of the physical location at which files are kept. This location will need to be made available for monitoring purposes:*

Physical Address: \_\_\_\_\_

Primary Contact (Name & Title): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Place of Establishment: \_\_\_\_\_

Date Established: \_\_\_\_\_

State(s) where Licensed/Incorporated: \_\_\_\_\_

Indicate the entity type:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                                 | <input type="checkbox"/> Partnership               |
| <input type="checkbox"/> For-Profit Corporation                     | <input type="checkbox"/> Joint Venture             |
| <input type="checkbox"/> Non-Profit Corporation                     | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Special Purpose Corporation or Association | <input type="checkbox"/> Government                |

*For sole proprietors/individuals: Provide a brief description of the business's contingency plans in the event that you are unable to work.*

*For Non-Profit Corporations: Attach the following documents*

1. A copy of the organization's bylaws.
2. A roster of the Board of Directors or other governing body. Include the Name, Address, Sex, Race, and Disability Status (i.e. Disabled/Not Disabled) for each member.

Indicate the Disadvantaged Business Enterprise (DBE) status(es) of the Offeror (check any/all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Non-Minority/Disadvantaged                  | <input type="checkbox"/> N/A: Government or Non-Profit |
| <input type="checkbox"/> Woman Business Enterprise (WBE)             | Minority Business Enterprise (MBE):                    |
| <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) | <input type="checkbox"/> MBE - African American        |
| <input type="checkbox"/> Disabled Business Enterprise (DSBE)         | <input type="checkbox"/> MBE - Asia American           |
| <input type="checkbox"/> Small Business Enterprise (SBE)             | <input type="checkbox"/> MBE - Hispanic American       |
| <input type="checkbox"/> Other: _____                                | <input type="checkbox"/> MBE - Native American         |

# Attachment C. Service Details

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**Service Details– Senior Center**

RFP 2026-04

Offeror Agency Name: \_\_\_\_\_

**I. Senior Center Services**

A. **Agency Type:** Select which best describes the Offeror:

- Single-purpose agency (only serving adults aged 60 and older)
- Multi-purpose agency (serving individuals both under and over 60)
- Host agency of an online platform (only serving adults aged 60 and older)

B. **Services Offered:** Check all proposed services below. Service definitions are in Section 2.2

- Telephone Reassurance (*Required*)
- Health Education
- Physical Fitness and Exercise
- Recreation
- Education
- Evidence-Based Programming

C. **Center Location:** Provide the address for the proposed Senior Center. If proposing more than one location, attach a list.

\_\_\_\_\_

D. **Service Availability:** What is the Senior Center’s operating hours (open to the public)?

\_\_\_\_\_

E. **Holiday Closures:** List all of the Offeror’s planned holiday closures. If selected for a contract, the Offeror must receive approval for any closures not listed below.

\_\_\_\_\_

**II. Evidence-Based Programming**

A. **Proposed Programs:** Provide a list of the evidence-based programs being proposed for the first year of the contract. If multiple Senior Centers are being proposed, specify the location for each program.

B. **Certifications:** Provide a list of current evidence-based program certifications held by the Offeror and the anticipated dates of any future certifications being proposed for the first year of the contract.

**III. Subcontracting**

B. **Subcontractors:** If the Offeror intends to subcontract any part of the work that is being offered, provide the following information for each subcontractor:

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

*If proposing to utilize more than six subcontractors, attach a list.*

# Attachment D. Funding Request

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**Funding Request – Senior Center**  
RFP 2026-04

Offeror Agency Name: \_\_\_\_\_

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Senior Center

Provide the amount of funding being requested for the first contract year and a brief description of how each line of funding will be used to support the program and services. Do not include funding for proposed evidence-based programming.

Description of Use	Amount Requested
<b>TOTAL AMOUNT REQUESTED FOR FY 2027 SENIOR CENTER:</b>	

Evidence-Based Programming

Provide the amount requested for each line item for the first contract year. Funding awarded for Evidence-Based Programming may only be used for expenses related to the approved programming.

Category <sup>1</sup>	Description	Amount Requested
Salaries, Benefits & Taxes	Any staff expenses related to evidence-based programming, including instruction time.	
Professional Fee, Grant & Award	Any funds paid to contractors (e.g. contracted class leaders)	
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	Costs may include supplies required for classes, printing for class materials or marketing, etc.	
Travel, Conferences & Meetings	Any costs associated with travel for certifications or classes.	
<b>TOTAL AMOUNT REQUESTED FOR FY 2027 EVIDENCE-BASED PROGRAMS:</b>		

<sup>1</sup> Each expense object line-item is defined by the [U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles](#) and [TN CPO Policy 2013-007](#)

# Attachment E. Sample Contract Terms

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**Sample Terms and Conditions – Senior Centers**  
RFP 2026-04

Note: Terms in brackets ([ ]) may not apply to all contracts based on entity type, service type, or total funding amount.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event will the maximum liability of GNRC under this Contract exceed [to be determined] ("Maximum Liability"). The Contract Budget, attached and incorporated as Attachment B, is the maximum amount due CONTRACTOR under this Contract. The Contract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by CONTRACTOR.
- C.2. Payment Methodology. CONTRACTOR will be reimbursed for actual, reasonable, and necessary costs based upon the Contract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Contract, CONTRACTOR must submit invoices prior to any reimbursement of allowable costs.
- C.3. Travel Compensation. Reimbursement to CONTRACTOR for travel, meals, or lodging, if any, will be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and will be contingent upon and limited by the Contract Budget funding for said reimbursement.
- C.4. Invoice Requirements. Utilizing the template provided by GNRC, CONTRACTOR must invoice GNRC as described in the requirements below. Invoices should include all necessary supporting documentation and be presented to [Accounting@gnrc.org](mailto:Accounting@gnrc.org).
- a. CONTRACTOR's invoices must:
- (1) be submitted to [Accounting@gnrc.org](mailto:Accounting@gnrc.org) with necessary supporting documentation [monthly/quarterly] no later than the 8<sup>th</sup> of the month following the end of the quarter;
  - (2) be completed on the template provided to CONTRACTOR by GNRC;
  - (3) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and must be subject to the Contract Budget and any other provision of this Contract relating to allowable reimbursements;
  - (4) be submitted only for costs incurred and not include any reimbursement request for future expenditures;
  - (5) not include CONTRACTOR's taxes, which includes without limitation CONTRACTOR's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (6) itemize the reimbursement requested for the invoice period, including, at a minimum, all of the following:
    - i. The amount requested by Contract Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Contract Budget line-item to date.

- iii. The total amount reimbursed under the Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. CONTRACTOR must include with any invoice a financial report on the template provided by GNRC showing all CONTRACTOR's financials.
  - c. GNRC will issue reimbursement only for complete, accurate invoices received as required by this Section. GNRC may delay reimbursement due to late, incomplete, or incorrect invoices. There is no guaranteed reimbursement timeframe for invoices, but, so long as CONTRACTOR's invoice is timely submitted in accordance with the terms of this Contract, GNRC will make good-faith, reasonable efforts to pay CONTRACTOR within 14 calendar days after GNRC receives from the State the funds designated for CONTRACTOR.
- C.5. Payment of Invoice. A payment by GNRC does not prejudice GNRC's right to object to or question any reimbursement, payment, invoice, or related matter. A payment by GNRC must not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Non-allowable Costs. Any amounts payable to the CONTRACTOR will be subject to reduction for amounts included in any invoice or payment that are determined by GNRC to constitute non-allowable costs.
- [C.7 Timeliness. Time is of the essence with respect to the CONTRACTOR's obligations under this Grant Contract, and it is a material term of this Grant Contract that the CONTRACTOR timely fulfill its programming and reporting obligations.

The CONTRACTOR must submit data in a timely and complete manner as detailed in Attachment A. If CONTRACTOR does not provide the required data appropriately, the CONTRACTOR will have a one-time grace period of five days. During the grace period, the CONTRACTOR must enter the required data in the database. If the CONTRACTOR does not comply during the grace period, then the CONTRACTOR's non-compliance may, at GNRC's discretion, be treated as a second event of non-compliance, and the liquidated damages described below will apply.

The CONTRACTOR understands that its failure to follow the data entry requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, the CONTRACTOR must pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. upon any failure to provide a contracted service during a month, the CONTRACTOR must pay GNRC an amount equal to 25% of the total budgeted allocation

The liquidated damages are cumulative for subsequent offenses. GNRC reserves all other rights to address CONTRACTOR non-compliance.

GNRC, in its sole reasonable discretion, may consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.]

- C.8. GNRC's Right to Set Off. GNRC reserves the right to set off or deduct from amounts that are or will become due and payable to the CONTRACTOR under this Contract or under any other agreement between the CONTRACTOR and GNRC under which the CONTRACTOR has a right to receive payment from GNRC.
- C.9. Prerequisite Documentation. The CONTRACTOR must not invoice GNRC under this Contract until GNRC has received the following documentation.
- a. The "Authorization Agreement for Automatic Deposit Form" provided by GNRC. By doing so, the CONTRACTOR acknowledges and agrees that, once this form is received by GNRC, payments to the CONTRACTOR, under this or any other contract the CONTRACTOR has with GNRC, may be made by ACH.
  - b. A W-9 form. The taxpayer identification number on the W-9 form must be the same as the CONTRACTOR's Federal Employer Identification Number or Social Security Number provided in CONTRACTOR's response to any requests for proposals.
- C.10. Final Invoice and Close Out. CONTRACTOR must submit any final invoice within thirty days of the conclusion of the Term, in form and substance acceptable to GNRC. CONTRACTOR must submit an estimated final invoice by the 8th of the month following the conclusion of the Term.
- a. If total disbursements by GNRC pursuant to this Contract exceed the amounts permitted by this Contract, CONTRACTOR must refund the difference to GNRC. CONTRACTOR must submit the refund with the final invoice.
  - b. GNRC will not pay any invoice submitted to GNRC later than thirty days after the conclusion of the Term.
  - d. CONTRACTOR must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.11. Contractor Match. CONTRACTOR must document any required match on the supporting documentation provided with the monthly and final invoices, as detailed in Section C. The amounts required for match are detailed by the column(s) titled "Contractor Match," found in Attachment B.
- a. Each CONTRACTOR expenditure may be recorded and reported toward meeting a Contractor match requirement on only one contract for funding from the state of Tennessee.
  - b. If the CONTRACTOR fails to meet a Contractor match requirement by the end of the Term, the maximum total amount reimbursable by GNRC pursuant to this Contract, as detailed by the Contract Budget column "Contract," will be reduced by the amount that CONTRACTOR failed to contribute to the Total Project as budgeted.
- C.12. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The Contract Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.13. Budget Line-items. Expenditures, reimbursements, and payments under this Contract must adhere to the Contract Budget. The CONTRACTOR may vary from a Contract Budget line-item amount by up to twenty percent of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances does not increase the total Contract amount detailed by the Contract Budget. The net result of any changes to Contract Budget line-item amounts without amendment must not result in funding for

a line-item that was previously funded at \$0.00. Any increase in the Contract Budget, grand total amounts must be made by amendment to this Contract.

- C.14. Indirect Cost. Should CONTRACTOR request reimbursement for indirect costs, CONTRACTOR must submit to GNRC a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. CONTRACTOR will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once CONTRACTOR makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, CONTRACTOR agrees to remit any overpayment of funds to GNRC, and subject to the availability of funds GNRC agrees to remit any underpayment to CONTRACTOR.
- C.15. Cost Allocation. If any part of the costs to be reimbursed under this Contract are joint costs involving allocation to more than one program or activity, such costs must be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. GNRC is not bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws, regulations, and bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract must be in writing and must be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with receipt confirmation. All communications, regardless of method of transmission, must be addressed to the respective Party at the appropriate mailing address, or email address.

**CONTRACTOR:**

Name  
Title  
Street Address  
City, State, Zip  
Email  
Phone

**GNRC:**

MICHAEL SKIPPER  
EXECUTIVE DIRECTOR  
44 VANTAGE WAY, SUITE 450  
NASHVILLE, TN 37228  
EMAIL: MSKIPPER@GNRC.ORG CC: SFOWLER@GNRC.ORG  
PHONE: 615-862-8828

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.

- D.4. Assignment and Subcontracting. CONTRACTOR must not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of GNRC. Notwithstanding any use of the approved subcontractors, CONTRACTOR must be the prime contractor and responsible for compliance with all terms and conditions of this Contract.
- D.5. Monitoring. CONTRACTOR understands and agrees that all activities conducted and records maintained pursuant to this Contract are subject to monitoring and evaluation by GNRC as well as other entities including without limitation the Tennessee Department of Disability and Aging, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.6. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract must not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract may be held to be waived, modified, or deleted except by a written amendment signed by the Parties to this Contract.
- D.7. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract must not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract may be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.8. Tennessee Department of Revenue Registration. CONTRACTOR must comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.9. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.10. State and Federal Compliance. The CONTRACTOR must comply with all applicable state and federal laws and regulations in the performance of this Contract. This includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964.
- D.11. Governing Law. This Contract must be governed by and construed in accordance with the laws of the state of Tennessee. The Parties agree that they are subject to the exclusive jurisdiction of the courts of the state of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.12. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.13. Severability. The terms and conditions of this Contract are severable. If any provision is determined to be invalid or unenforceable, the remaining provisions will not be affected and remain in full force and effect.
- D.14. Headings. Section headings of this Contract are for reference purposes only and must not be construed as part of this Contract.
- D.15. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with attachments and exhibits;
- c. Any related RFQs or RFPs, with any addenda and updates provided by GNRC; and
- d. CONTRACTOR's response to any related RFQs or RFPs

[D.16. Insurance. CONTRACTOR must maintain insurance coverage as specified in this Section. GNRC reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. CONTRACTOR's failure to maintain or submit evidence of insurance coverage as required is a material breach of this Contract. Insurance requirements specified in this section do not reduce any liability assumed by the CONTRACTOR under this Contract, including any indemnification or hold harmless requirements. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of CONTRACTOR arising under this Contract.

- a. CONTRACTOR must obtain and maintain, at a minimum, the following insurance coverages:
  - (1) Commercial General Liability ("CGL") Insurance, written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) to cover, at a minimum, liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - (2) Workers' Compensation and Employer Liability Insurance, when required by law. If CONTRACTOR certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then CONTRACTOR must furnish written proof of such exemption.
  - (3) Automobile Liability Insurance to cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles), including bodily injury and property damage.
- b. CONTRACTOR must provide GNRC with current proof of insurance coverage throughout the Term.
  - (1) If CONTRACTOR loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, CONTRACTOR must immediately notify GNRC.
  - (2) Unless self-insured, CONTRACTOR must provide GNRC with a certificate of insurance ("COI") evidencing the coverages specified in this Section within thirty days of the Effective Date, thirty days before any renewal or replacement of coverage, and whenever requested by GNRC. The COI must:
    - i. list each insurer's National Association of Insurance Commissioners (NAIC) number;
    - ii. be signed by an authorized representative of the insurer
    - iii. list GNRC as the certificate holder

- iv. identify GNRC as an additional insured
- (3) Any self-insured entity must provide GNRC with information satisfactory in GNRC's sole discretion to demonstrate that the coverage and proof of funds is acceptable to GNRC.
- c. CONTRACTOR must provide GNRC with proof that any subcontractors maintain the required insurance or that subgrantees are included under CONTRACTOR's policy.
  - d. Any deductible, self-insured retention (SIR), and premiums are the CONTRACTOR's sole responsibility.
  - e. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by GNRC.
  - f. All insurance companies providing coverage must be acceptable to the GNRC.
  - g. CONTRACTOR must name GNRC as an additional insured on any insurance policy except for workers' compensation and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of GNRC. The additional insured endorsement and the waiver of subrogation endorsement must be provided to GNRC with the Certificate of Insurance.
  - h. GNRC agrees that it will give written notice to CONTRACTOR as soon as practicable but no later than thirty days after GNRC becomes aware of any claim asserted or made against GNRC. The failure of GNRC to give notice will relieve CONTRACTOR of its obligations under this Section only to the extent that CONTRACTOR can demonstrate actual prejudice arising from the failure to give notice. Fulfillment of the CONTRACTOR'S insurance and indemnification obligations does not operate to allow CONTRACTOR or its insurer the right to represent GNRC in any legal matter.
  - i. The insurance obligations under this Contract must be whichever is greater of the following: all the insurance coverage carried by CONTRACTOR or the minimum insurance coverage requirements shown in this Contract. Any insurance proceeds applicable to a given loss in excess of or broader than the minimum required coverage must be available to the Agency.]
- D.17. Subject to Funds Availability. This Contract is subject to the appropriation and availability of state or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, GNRC reserves the right to terminate this Contract upon written notice to CONTRACTOR. GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by GNRC. Upon receipt of the written notice, CONTRACTOR must cease all work associated with the Contract. Should such an event occur, CONTRACTOR will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, CONTRACTOR will have no right to recover from GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.18. Licensure. CONTRACTOR, its employees, and any approved subcontractor must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and must upon request provide proof of all licenses.
- D.19. Limitation of GNRC's Liability. GNRC has no liability except as specifically provided in this Contract. In no event will GNRC be liable to CONTRACTOR or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive,

exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. GNRC's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise will under no circumstances exceed the Maximum Liability established in Section C.1 of this Contract. This limitation of liability is cumulative and not per incident.

- D.20. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.
- D.21. Confidentiality of Records. Strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to CONTRACTOR by GNRC or acquired by CONTRACTOR on behalf of GNRC that is regarded as confidential under state or federal law must be regarded as "Confidential Information." Nothing in this Section permits CONTRACTOR to disclose any Confidential Information, regardless of whether it has been disclosed or made available to CONTRACTOR due to intentional or negligent actions or inactions of agents of GNRC or third parties. Confidential Information must not be disclosed except as required or permitted under state or federal law. CONTRACTOR must take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section will survive the termination of this Contract.
- [D.22. Hold Harmless. CONTRACTOR agrees to indemnify, defend, and hold harmless GNRC as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of CONTRACTOR, its employees, its subcontractors, and any person acting for or on its or their behalf relating to this Contract. CONTRACTOR further agrees it is liable for the reasonable cost of any attorneys' fees, court costs, expert witness fees, and other litigation expenses for GNRC to enforce the terms of this Contract.

In the event of any such suit or claim, the parties must give each other immediate notice and provide all necessary assistance to respond. The failure of GNRC to give notice will relieve CONTRACTOR of its obligations under this Section only to the extent that CONTRACTOR can demonstrate actual prejudice arising from the failure to give notice. This section does not grant CONTRACTOR, through its attorneys, the right to represent GNRC in any legal matter.]

- D.23. Personally Identifiable Information. While performing its obligations under this Contract, CONTRACTOR may have access to Personally Identifiable Information held by GNRC ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). CONTRACTOR agrees to not do or omit to do anything which would cause GNRC to be in breach of any Privacy Laws. CONTRACTOR must, and must cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to CONTRACTOR and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. CONTRACTOR must immediately notify GNRC: (1) of any disclosure or use of any PII by CONTRACTOR or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to CONTRACTOR or its employees, agents and

representatives where the purpose of such disclosure is not known to CONTRACTOR or its employees, agents and representatives. GNRC reserves the right to review CONTRACTOR's policies and procedures used to maintain the security and confidentiality of PII and CONTRACTOR must, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from GNRC to enable GNRC to verify or ensure that CONTRACTOR is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at GNRC's direction at any time in its sole discretion, whichever is earlier, CONTRACTOR must immediately return to GNRC any and all PII which it has received under this Contract and must destroy all records of such PII. CONTRACTOR must report to GNRC any instances of unauthorized access to or potential disclosure of PII in the custody or control of CONTRACTOR ("Unauthorized Disclosure") that come to CONTRACTOR's attention. Any such report must be made by CONTRACTOR within 24 hours after the Unauthorized Disclosure has come to the attention of CONTRACTOR. CONTRACTOR must take all necessary measures to halt any further Unauthorized Disclosures. CONTRACTOR, at the sole discretion of GNRC, must provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. CONTRACTOR must bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to GNRC under this Contract or otherwise available at law. The obligations set forth in this Section survive the termination of this Contract.

- D.24. Transfer of CONTRACTOR's Obligations. CONTRACTOR must not transfer or restructure its operations related to this Contract without the prior written approval of GNRC. CONTRACTOR must immediately notify GNRC in writing of a proposed transfer or restructuring of its operations related to this Contract. GNRC reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- D.25. Prohibited Advertising. CONTRACTOR must not refer to this Contract or CONTRACTOR's relationship with GNRC under this Contract in commercial advertising in such a manner as to state or imply that CONTRACTOR or the CONTRACTOR's goods or services are endorsed. The obligations set forth in this Section survive the termination of this Contract.

## **E. FEDERALLY AND STATE-REQUIRED TERMS AND CONDITIONS**

- E.1. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Contract
- E.2. Termination for Convenience. GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by GNRC. GNRC will give CONTRACTOR at least 30 days written notice before the effective termination date. CONTRACTOR shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to CONTRACTOR for compensation for any service that has not been rendered. The final decision as to the amount for which GNRC is liable shall be determined by GNRC. CONTRACTOR shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for GNRC's exercise of its right to terminate for convenience.
- E.3. Termination for Cause. If CONTRACTOR fails to properly perform its obligations under this Contract, or if CONTRACTOR violates any terms of this Contract, GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of GNRC's right to terminate this Contract for cause, CONTRACTOR shall not be relieved of liability to GNRC for damages sustained by virtue of any breach of this Contract by CONTRACTOR.

E.4. Conflicts of Interest. CONTRACTOR warrants that no part of the total Maximum Liability shall be paid directly or indirectly to an employee or official of the state of Tennessee or GNRC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

E.5. Lobbying.

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance

CONTRACTOR states, to the best of his or her knowledge and belief, that:

- i. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment provided for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E.6. Nondiscrimination. CONTRACTOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Contract or in the employment practices of CONTRACTOR on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- E.7. Public Accountability. If CONTRACTOR is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by CONTRACTOR on behalf of GNRC, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive Contract supported services, a sign at least 11" in height and 17" in width stating:

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

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

- E.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by CONTRACTOR in relation to this Contract shall include the statement, "This project is funded under a contract with the State of Tennessee." All notices by CONTRACTOR in relation to this Contract shall be approved by GNRC.
- E.9. Records. CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five full years from the date of the final payment. CONTRACTOR's records shall be subject to audit at any reasonable time and upon reasonable notice by GNRC, the SUA, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- E.10. Debarment and Suspension. CONTRACTOR certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three-year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.11. Prohibition of Illegal Immigrants.
- a. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; or (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.
  - b. CONTRACTOR agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. CONTRACTOR shall reaffirm this attestation by submitting to GNRC a completed Attestation, included as Attachment D, semi-annually during the Term. If CONTRACTOR is a party to more than one contract with GNRC, CONTRACTOR may submit one attestation that applies to all contracts with GNRC. All CONTRACTOR attestations shall be maintained by CONTRACTOR and made available to GNRC upon request.
  - c. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, CONTRACTOR shall obtain and retain a current, written Attestation that the subcontractor will not knowingly utilize the services of an illegal immigrant to perform work under this Contract and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by CONTRACTOR and made available to GNRC upon request.

- d. CONTRACTOR shall maintain records for all personnel used in the performance of this Contract. CONTRACTOR's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by GNRC and SUA, to ensure CONTRACTOR is not knowingly utilizing the services of an illegal immigrant in the performance of this Contract.
  - e. CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- E.12. Equal Opportunity. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.
- E.14. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. CONTRACTOR certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E.15. State Sponsored Insurance Plan Enrollment. CONTRACTOR warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with GNRC unless CONTRACTOR first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.
- E.16. Work Papers Subject to Review. CONTRACTOR shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.17. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- [E.18. Boycott of Israel. CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than \$250,000 or to contractors with less than ten employees.]
- [E.19. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires CONTRACTOR to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. CONTRACTOR is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that CONTRACTOR provides information to the state of Tennessee as required.

CONTRACTOR shall comply with the following:

- a. Reporting of Total Compensation of CONTRACTOR's Executives.

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

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

- (2) Total Compensation means the cash and noncash dollar value earned by the Executive during CONTRACTOR's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. CONTRACTOR must report Executives' Total Compensation described above to the state of Tennessee by the end of the month during which this Contract is established.

- c. If this Contract is amended to extend its term, CONTRACTOR must submit an Executive Total Compensation report to the state of Tennessee by the end of the month in which the amendment to this Contract becomes effective.
- d. CONTRACTOR will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.]

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



# Ashland City SummerFest

June 6, 2026  
Proposal Package



Proposal Dated:  
2/18/2026

[pyroshows.com](http://pyroshows.com)



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# REFERENCES

## Nashville CVC

**Address:** 500 11<sup>th</sup> Ave N Ste 650, Nashville TN, 37203

**Contact:** David Spencer

**Email:** david@visitmusiccity.com

**Phone:** 615-259-4770

Let Freedom Sing! Music City

## City of Clarksville

**Address:** 1 Public Square, Ste 201, Clarksville, TN, 37040

**Contact:** Kimberly Gilbert

**Email:**kimberly.gilbert@cityofclarksville.com

Clarksville Independence Day Show

## Town of Dover, TN

**Address:** PO Box 447, Dover, TN, 37058

**Contact:** Charles Parks Sr.

**Email:** cparks@dovertn.com

**Phone:** 931-232-5907

Dover Eagle Fest

## WAKM

**Address:** 1333 West Main St, Franklin TN, 37064

**Contact:** Linda Carden

**Email:** carden.wakm@comcast.net

**Phone:** 615-794-1594

WAKM Franklin Independence Day Show

## WE MAKE YOUR SHOW COME TO LIFE

As a professional firework display company, Pyro Shows' key objectives are to provide a SAFE and EPIC show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



# PRICING QUOTE AND SHOW DESIGN

Ashland City Summerfest

June 6, 2026 at 9:30 PM

15 Minutes

\$18,900

\*Price valid for 30 days\*

## OPTION A

<u>MAIN BODY</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
2.5"	Aerial Shells	150	150
3"	Aerial Shells	150	150
4"	Aerial Shells	150	150
5"	Aerial Shells	64	64
6"	Aerial Shells	42	42
<u>OPENING/MAIN BODY SHOT TOTAL</u>			<u>556</u>

<u>GRAND FINALE</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
2.5"	Aerial Shells	120	120
3"	Aerial Shells	120	120
4"	Aerial Shells	20	20
5"	Aerial Shells	16	16
6"	Aerial Shells	12	12
<u>GRAND FINALE SHOT TOTAL</u>			<u>288</u>

TOTAL AMMOUNT OF SHOTS: 884

# PRICING QUOTE AND SHOW DESIGN

Ashland City Summerfest

June 6, 2026 at 9:30 PM

20 Minutes

\$23,000

\*Price valid for 30 days\*

## OPTION B

<u>MAIN BODY</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
2.5"	Aerial Shells	180	180
3"	Aerial Shells	180	180
4"	Aerial Shells	150	150
5"	Aerial Shells	100	100
6"	Aerial Shells	60	60
<b>OPENING/MAIN BODY SHOT TOTAL</b>			<b><u>670</u></b>

<u>GRAND FINALE</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
2.5"	Aerial Shells	120	120
3"	Aerial Shells	120	120
4"	Aerial Shells	30	30
5"	Aerial Shells	24	24
6"	Aerial Shells	18	18
<b>GRAND FINALE SHOT TOTAL</b>			<b><u>312</u></b>

TOTAL AMMOUNT OF SHOTS: 982

# PRICING QUOTE AND SHOW DESIGN

Ashland City Summerfest

June 6, 2026 at 9:30 PM

25 Minutes

\$28,000

\*Price valid for 30 days\*

## OPTION C

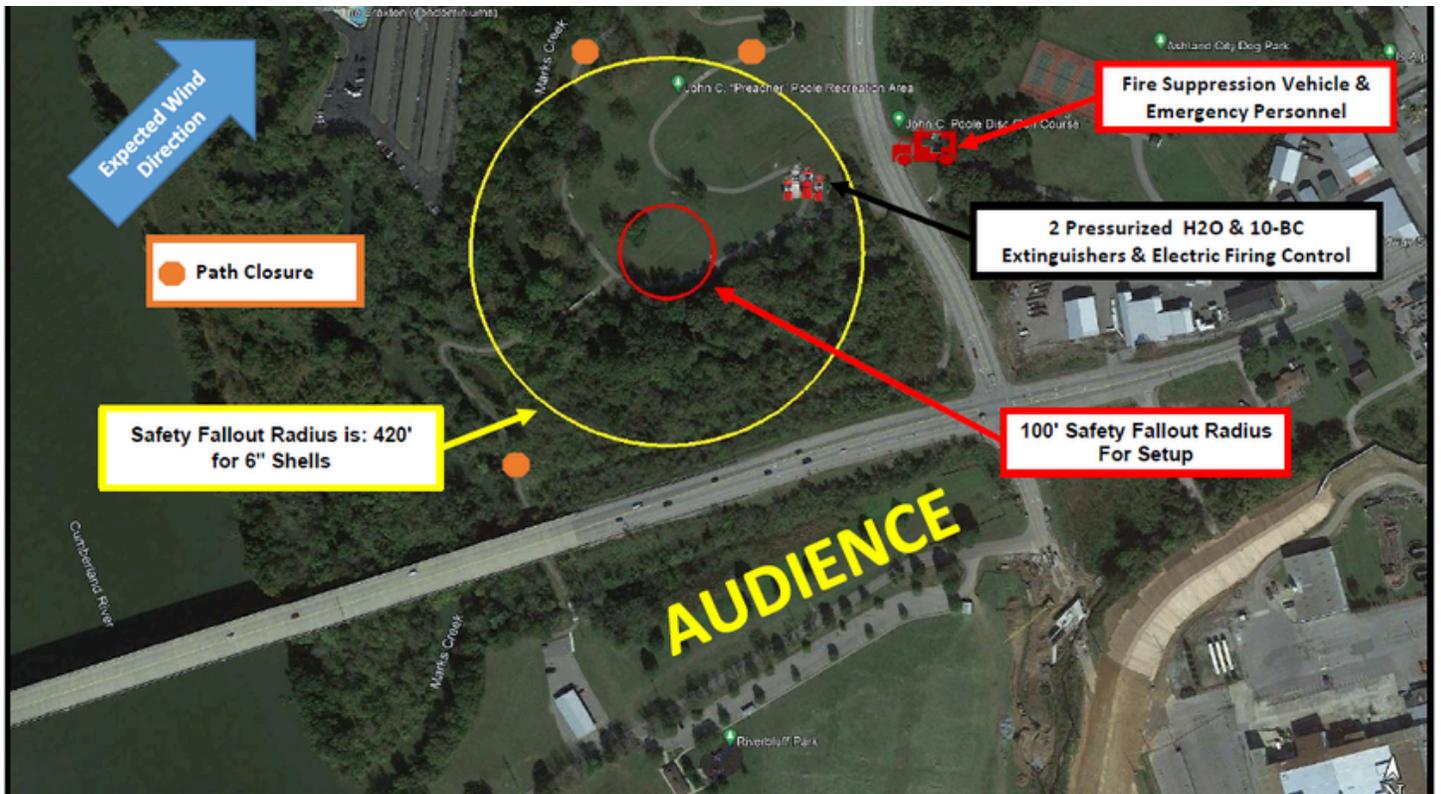
<u>MAIN BODY</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
2.5"	Aerial Shells	200	200
3"	Aerial Shells	240	240
4"	Aerial Shells	240	240
5"	Aerial Shells	130	130
6"	Aerial Shells	69	69
<b>OPENING/MAIN BODY SHOT TOTAL</b>			<b><u>879</u></b>

<u>GRAND FINALE</u>			
<u>Shell Size</u>	<u>Description</u>	<u>QTY</u>	<u>Shot Count</u>
3"	Aerial Shells	300	300
4"	Aerial Shells	30	30
5"	Aerial Shells	24	24
6"	Aerial Shells	18	18
<b>GRAND FINALE SHOT TOTAL</b>			<b><u>372</u></b>

TOTAL AMMOUNT OF SHOTS: 1,251

# SITE DIAGRAM

Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.



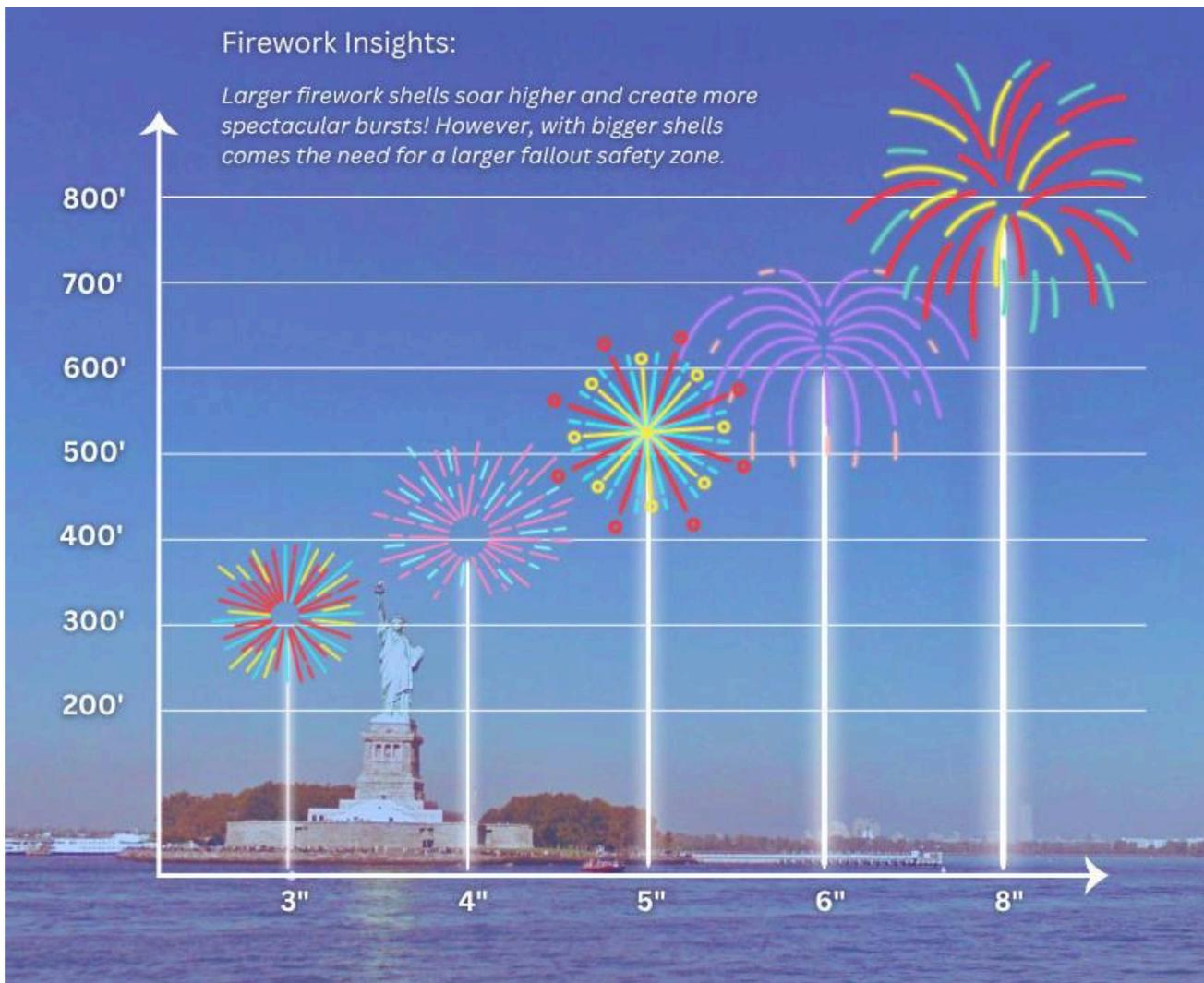
Customer: Ashland Parks and Recreation/ Town of Ashland  
 Show Date: June 6, 2026  
 Show Address: 275 Old Cumberland Street, Ashland City, TN 37015  
 Show Site Lat / Long: 0  
 Show Time: 9:30PM  
 Rain Date: TBD

Show Name: Ashland City Summerfest 2026  
 Maximum Device Size: 6  
 Safety Fallout Radius: 420'  
 Storage Required: 0  
 Diagram Created: 2/18/2026  
 Diagram Created By: TLF

# AERIAL SHELLS



When you think firework “shell”, think of a rounded firecracker that varies in size. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



# LICENSING AND CERTIFICATIONS

## STATE OF TENNESSEE

### DISTRIBUTOR AND EXHIBITOR LICENSE



439

**State of Tennessee**

TENNESSEE FIREWORKS PERMITS  
DISPLAY EXHIBITOR  
PYRO SHOWS

*This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.*

ID NUMBER: 6  
LIC STATUS: LICENSED  
EXPIRATION DATE: April 30, 2026



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

3198

**State of Tennessee**

TENNESSEE FIREWORKS PERMITS  
ANNUAL FIREWORKS  
PYRO SHOWS, INC  
115 NORTH FIRST STREET  
LA FOLLETTE, TN 37766

Having complied with the safety measures, as set out in Tennessee Code Annotated, Title 68, Chapter 104 and applicable rules and regulations governing the sale, storage, and use of fireworks and having paid the required fee, the holder is hereby granted a permit to engage in the sale of fireworks at the above address.

ID NUMBER: 52  
LIC STATUS: REGISTERED  
EXPIRATION DATE: December 31, 2026  
DISTRIBUTOR: NO FEE



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

# PROOF OF INSURANCE

## GENERAL LIABILITY



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 216-658-7100      FAX (A/C No.): E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
		INSURER A : Texas Insurance Company      16543	
		INSURER B : Continental Indemnity Company      28258	
		INSURER C : Allianz Global Corporate & Specialty SE      7617	
		INSURER D : HDI Specialty Insurance Company      16131	
		INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 1329021714      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	Y	Y	BEG9LPTTND1171110_01	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BDCRMNTND11501_171110_01	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$	Y	Y	25ABEX0199	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2	Y	Y	18HX3627	11/1/2025	11/1/2026	Each Occr / Aggregate Total Limits      5,000,000 / 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.  
 \*\*\*SAMPLE ONLY\*\*\*

<b>CERTIFICATE HOLDER</b>  ***SAMPLE ONLY***	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# PROOF OF INSURANCE

## TENNESSEE WORKERS COMPENSATION



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
01/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E.E. Hill and Son Inc PO Box 1406 701 W Central Ave La Follette TN 37766		<b>CONTACT NAME:</b> Regina Goodman <b>PHONE (A/C, No, Ext):</b> (423) 562-2112 <b>FAX (A/C, No):</b> (423) 566-2114 <b>E-MAIL ADDRESS:</b> paige@eehill.com															
<b>INSURED</b> Pyro Shows, Inc. PO Box 1776 115 North First Street La Follette TN 37766		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Agency Corporation</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Agency Corporation		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2612902362      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MMDDYY)	POLICY EXPI (MMDDYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC33SB23D9Z-016	02/02/2026	02/02/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Molly Smith*

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ACORD 25 (2016/03)

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## CANCELLATION POLICY



### Cancellation & Rescheduling Policy

*Pyro Shows takes safety and weather conditions seriously. If conditions prevent the show from proceeding, Pyro Shows will work with the City to reschedule the display for the next day or a previously agreed-upon postponement date.*

- **Weather-Related Postponements:** In addition to the contracted show cost, the City will cover any reasonable additional expenses Pyro Shows incurs to present the show on the rescheduled date, including labor, lodging, and per diem. These costs will be no less than 10% of the original show price.
- **Rescheduling to a New Date:** If the show is rescheduled to a date other than the previously agreed-upon rain date, additional expenses will apply, with a minimum of 30% of the contracted show price to cover costs of labor, lodging, and logistics.

*Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice to Pyro Shows address. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO (50%) of the total contract price for the Show as liquidated damages for cancellation due to the fault of the Customer.*

# NEXT STEPS



## Ask Questions

New to the process no worries! We're here to make your idea come to life! It's typical to have questions and more desires!



## Accept Proposal

Get in touch with us either by phone or email. This allows us to know you were satisfied with the proposal and we can move to the next step!



## Finalize and Sign

Almost done! A signed contract will confirm the specific details on your show and secure your specific date!



## Submit and Deposit

The payment terms are agreed upon in advance and included in the show contract.

# THANK YOU!

Contact Us



[travis@pyroshows.com](mailto:travis@pyroshows.com), [olivia@pyroshows.com](mailto:olivia@pyroshows.com)



423.494.5805 800.662.1331



[www.pyroshows.com](http://www.pyroshows.com)



115 North 1st Street, P.O. Box 1776, LaFollette, TN 37766



# Fireworks Proposal

Show Designed for

# Ashland City

# Summerfest

June 6, 2026

# THANK YOU!

Thank you for considering Impact Pyro, Inc. for your event!

We are a small business headquartered just a few miles outside of Nashville, TN. Our company was founded in 2013 with a vision of bringing better customer service and more creativity to the fireworks display industry. We have worked diligently to carry out that vision by providing safe, outstanding shows for our customers, and by developing and growing our staff through exceptional training and proper vetting. Essentially all of our team members come to us through people we know and trust, and we never overbook our services and then recruit shooters we don't know just to fill a needed void.

While we are big enough to handle most anything, we are still small enough to give our customers the personal attention that makes all the difference. Our owners are closely involved in every show we do, no matter how large or small, and we approach every display with the goal of providing the best service and the best show for the budget. We believe in keeping our promises and in treating our customers the way we want to be treated.

We are excited about the opportunity to work with you. In the pages that follow, you will find your proposal along with information that we hope will help you make an informed buying decision. We have also included copies of our licenses and a few references. If you have any questions, or if we can be of further service, please do not hesitate to contact us directly.

Sincerely,



Joey Bassham  
(615) 423-0296  
joey@impactpyro.com



Jeff Collins  
(615) 374-1018  
jeff@impactpyro.com



# YOUR SHOW

## SHELL AND SHOT COUNTS

### Option 1: \$16,000

AERIAL SHELLS			
SHELL SIZE	QUANTITY		
	MAIN BODY	FINALE	TOTAL SHELLS
2.5" SHELL	50	50	100
3" SHELL	240	240	480
4" SHELL	90	30	120
5" SHELL	60	18	78
6" SHELL	45	9	54
<b>GRAND TOTAL</b>	<b>485</b>	<b>347</b>	<b>832</b>

MULTI-SHOT CAKES AND CANDLES				
PRODUCT TYPE	QUANTITY			MINIMUM SHOT COUNT
	MAIN BODY	FINALE	TOTAL PRODUCTS	
LARGE-BORE MULTI-SHOT CAKES (9-50 SHOTS EACH)	4	2	6	120
SMALL-BORE MULTI-SHOT CAKES (25-300+ SHOTS EACH)	4	2	6	600
70 SHOT PRO-GRADE ROMAN CANDLE	3	3	6	420
<b>GRAND TOTAL</b>	<b>11</b>	<b>7</b>	<b>18</b>	<b>1,140</b>

Please note that the exact product effects and breakdown shall be determined by the final show design. Product substitutions (of equal or greater value) may be made as determined by show design. We may also add additional products based on final show design but in no case will your show contain less than the quantities of products indicated.



# YOUR SHOW

## SHELL AND SHOT COUNTS

**Option 2: \$18,500**

AERIAL SHELLS			
SHELL SIZE	QUANTITY		
	MAIN BODY	FINALE	TOTAL SHELLS
2.5" SHELL	50	50	100
3" SHELL	300	240	540
4" SHELL	120	30	150
5" SHELL	80	18	98
6" SHELL	45	9	54
<b>GRAND TOTAL</b>	<b>595</b>	<b>347</b>	<b>942</b>

MULTI-SHOT CAKES AND CANDLES				
PRODUCT TYPE	QUANTITY			MINIMUM SHOT COUNT
	MAIN BODY	FINALE	TOTAL PRODUCTS	
LARGE-BORE MULTI-SHOT CAKES (9-50 SHOTS EACH)	4	4	8	160
SMALL-BORE MULTI-SHOT CAKES (25-300+ SHOTS EACH)	4	2	6	600
70 SHOT PRO-GRADE ROMAN CANDLE	3	3	6	420
<b>GRAND TOTAL</b>	<b>11</b>	<b>9</b>	<b>20</b>	<b>1,180</b>

Please note that the exact product effects and breakdown shall be determined by the final show design. Product substitutions (of equal or greater value) may be made as determined by show design. We may also add additional products based on final show design but in no case will your show contain less than the quantities of products indicated.



# YOUR SHOW

## SHELL AND SHOT COUNTS

### Option 3: \$21,000

AERIAL SHELLS			
SHELL SIZE	QUANTITY		
	MAIN BODY	FINALE	TOTAL SHELLS
2.5" SHELL	100	100	200
3" SHELL	300	300	600
4" SHELL	120	60	180
5" SHELL	80	18	98
6" SHELL	54	9	63
<b>GRAND TOTAL</b>	<b>654</b>	<b>487</b>	<b>1141</b>

MULTI-SHOT CAKES AND CANDLES				
PRODUCT TYPE	QUANTITY			MINIMUM SHOT COUNT
	MAIN BODY	FINALE	TOTAL PRODUCTS	
LARGE-BORE MULTI-SHOT CAKES (9-50 SHOTS EACH)	8	4	12	240
SMALL-BORE MULTI-SHOT CAKES (25-300+ SHOTS EACH)	4	2	6	600
70 SHOT PRO-GRADE ROMAN CANDLE	3	3	6	420
<b>GRAND TOTAL</b>	<b>15</b>	<b>9</b>	<b>24</b>	<b>1,260</b>

Please note that the exact product effects and breakdown shall be determined by the final show design. Product substitutions (of equal or greater value) may be made as determined by show design. We may also add additional products based on final show design but in no case will your show contain less than the quantities of products indicated.



# INCLUDED WITH YOUR SHOW

- ◆ Display Shells up to 6" in Diameter, Display Cakes and Candles
- ◆ Show Duration Approx. 20 Minutes
- ◆ Optional Music Choreography to a Patriotic Mix Soundtrack
- ◆ Well Designed Show featuring Classic, Premium, and Advanced Effects
- ◆ Scripted E-Fire using State-of-the-Art Firing System and High Quality Electric Matches
- ◆ All Labor, Administrative and Professional Services (*We handle all the details so you don't have to.*)
- ◆ \$5 Million Event Liability Coverage
- ◆ Transportation of all Products and Equipment to Display Site with DOT Required \$5 Million Transportation Insurance
- ◆ All Required Permits (*Permitting fee is included with your show*)
- ◆ Highly Trained and Experienced Licensed Operator and Crew

# EFFECTS & SHOW DESIGN

Your display contains a great combination of high quality brands and effects that are put together in a personalized, custom designed show that makes the most of your setting and budget.

**Classic Effects** — From Peonies, Chrysanthemums, and Dahlias to Brocades, Comets, and Salutes, these are the timeless, classic effects that have become staples in shows around the world.

**Premium Effects** — High end brands, unique patterns, rich colors, full oversized breaks, and more; these exceptional performers come in a variety of options, adding a premium touch that elevates your show.

**Advanced Effects** — This is where the magic happens. Multiple classic and premium effects are creatively combined and layered across the sky at multiple levels and with precise timing to produce an unforgettable visual and audible experience that stimulates the senses and leaves spectators in awe.

# PRODUCT TYPES

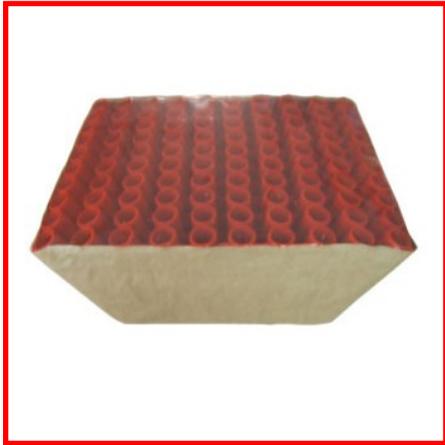
## AERIAL DISPLAY SHELLS



Aerial shells form the heart of most traditional fireworks displays. Launched from specially designed mortars, these fireworks can travel up to 1,000 feet or more in altitude (depending on shell size) and have bursts that can measure hundreds of feet in diameter. The extraordinary scale of their performance, along with the seemingly endless variety of effects and colors, make aerial shells a popular choice for nearly every outdoor show where space allows for their use.

# PRODUCT TYPES

## MULTI-SHOT DISPLAY CAKES



Cakes are multi-shot devices consisting of several tubes fused together to fire in a timed sequence. Like aerial shells, the effects and colors achieved with cakes are extensive.

Large bore cakes contain shells up to 3" and generally perform in a way similar to aerial shells. Small bore cakes contain several (often hundreds) of smaller shells that are generally fired rapidly to create a wall of color and unique effects.

In many shows, pyrotechnicians place multiple cakes in rows and wire them to ignite simultaneously forming a front that fills the space between the ground and the area below the bursts of the larger aerial shells. This creates an esthetically stunning layering effect. Cakes are also great for adding intensity to finales; and they are ideal alternatives to aerial shells in areas where space is limited.

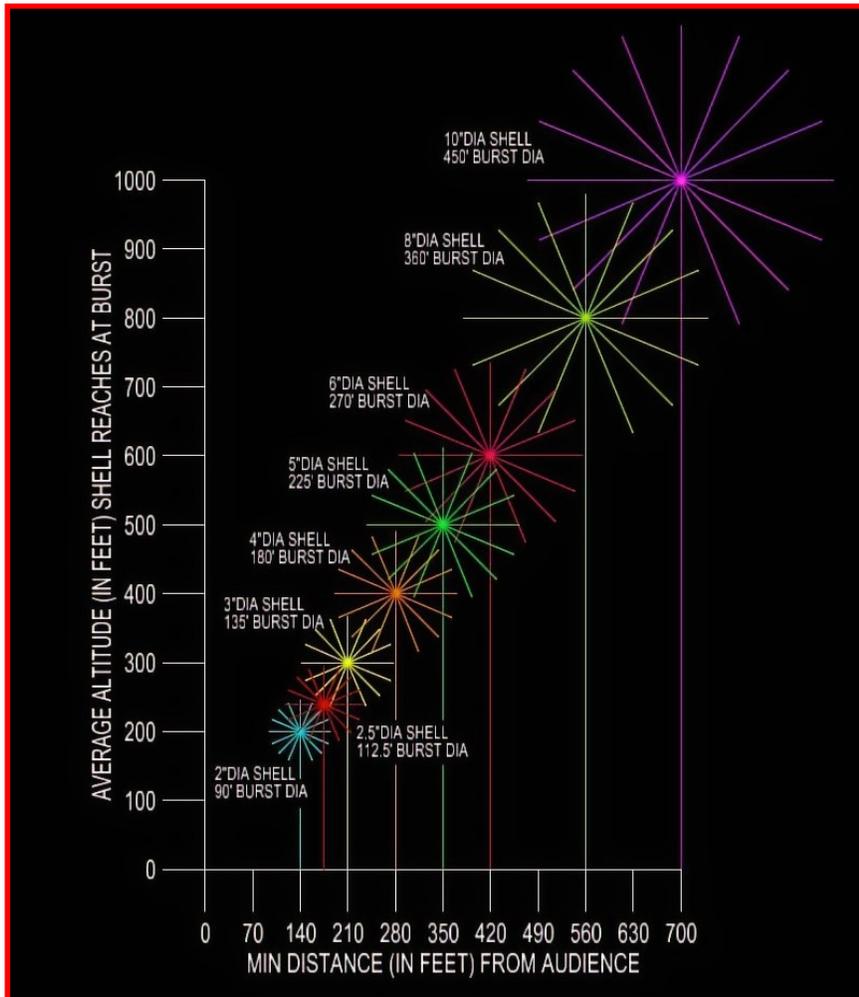
# PRODUCT TYPES

## PRO GRADE ROMAN CANDLES



Professional grade Roman Candles are multi-shot devices that, similar to cakes, are designed to fire in a timed sequence. However, unlike Multi-Shot Cakes, which consist of several, individual tubes, Roman Candles are built inside a single tube. Each pyrotechnic star (or shell) with its lift charge is stacked on top of one another with a delay charge that controls timing in between shots. Roman Candles can be arranged in various angles, distances, colors, quantities, and effects, and are usually fired in a rapid barrage below larger shells.

# PRODUCT PERFORMANCE



Although aerial fireworks will perform differently based on several factors, as a general rule, an aerial display shell will travel 100' in altitude and have a burst diameter of 45' for every inch of shell diameter. Additionally, NFPA safety guidelines require that we locate fireworks at least 70' away from spectators for every inch of shell diameter. For example, a 6" shell that is fired straight up must be placed a minimum of 420' away from spectators. It will travel roughly 600' into the air before bursting into a pattern that is approximately 270' in diameter.

This diagram is intended to be a visual aid to help customers of aerial shows make an informed buying decision. It is not intended to show scientific data and does not account for all conditions that may exist on certain shows.

# ELEVATE YOUR SHOW WITH MUSIC



At no additional charge, Impact Pyro will design and choreograph your fireworks display to a music track that we prepare. Often referred to as a pyro musical, syncing your fireworks with music adds fun, excitement, and even emotion, taking your show to a whole new level.

Impact Pyro will prepare and provide the audio track. Customer is responsible for the sound system or other means to play or broadcast the music and the personnel required to run the sound system. Impact Pyro techs will work with sound personnel to sync the show and music.



# E-FIRE INNOVATION



At Impact Pyro, we use NFPA compliant, computer programmable firing systems in every electrically fired show we do. These state-of-the-art systems allow us to ignite your show more safely and with precise timing that is not possible with strictly manual systems. We also use design software that assists in the creative process and allows for better integration of music/audio. This means better shows and more unique and innovative effects for our clients!

# A PASSION FOR PYRO

## *WE LOVE WHAT WE DO!*



At Impact Pyro, we are truly passionate about our craft. We're always learning and working to improve in every aspect of what we do. This passion carries over to our work ethic, attention to detail, and the enthusiasm with which we approach your event. With Impact Pyro, you can expect a team of talented and motivated pyro professionals who want your show to be outstanding.

# OUR #1 PRIORITY

# SAFETY FIRST

Protecting life and property is our greatest responsibility and we take that responsibility very seriously. From our mandatory continuing education safety courses to product handling to setup, show time and clean up, everything we do revolves around keeping spectators and workers safe. The next few pages provide a brief overview of our general safety practices, especially as they pertain to field and show site operations.

# DISPLAY SAFETY

## LAWS AND GENERAL PRACTICES

- All standards and practices shall meet or exceed the standards and practices for proper use, storage, setup and transportation of fireworks as set forth by the National Fire Protection Association (NFPA) in the latest versions of NFPA Codes 1123, 1124 and 1126.
- Impact Pyro, Inc. shall comply with the laws and regulations for storage, transportation, permitting, and use of fireworks as set forth by the governing agencies and authorities who have jurisdiction in the areas where fireworks will be present. These agencies and authorities include but are not limited to the following:
  - Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
  - State Fire Marshal's Office
  - Department of Transportation (DOT)
  - Occupational Safety and Health Administration (OSHA)
  - Local Fire Authorities
  - State and Local Law Enforcement
- Qualified and trained display operators and pyrotechnicians shall carry out all displays on behalf of Impact Pyro, Inc. Further, operators and technicians shall take part in training that meets or exceeds the necessary requirements for licensing and continuing education, as well as special instruction and training related to the specific shows on which they work.
- Impact Pyro, Inc. provides event liability insurance (per requirements of the state and event sponsor) as well as workers compensation coverage for its employees. Drivers and transportation companies who deliver and pick up pyrotechnic products on behalf of Impact Pyro, Inc. are A+ rated and possess the necessary experience and credentials to safely and legally transport explosives (per DOT requirements), including required liability coverage and CDL Hazmat for transporting display fireworks in commerce.

# DISPLAY SAFETY

## DISPLAY SETUP AND OPERATION

- Fireworks shall be set-up under the supervision of a trained and licensed display operator provided by Impact Pyro, Inc. Further, the display operator shall employ the services of a sufficient number of additional, trained personnel capable of safely working with explosives.
- At all times, Impact Pyro, Inc. staff shall take precautions in safely handling pyrotechnic devices and equipment.
- Prior to setup, display operator shall verify the accuracy of all on site conditions as indicated on site plan. Should the display operator determine that errors or other factors exist, which prevent the safe firing of the show as designed, he shall notify the client and AHJ and make the necessary arrangements and adjustments for better spectator and property safety.
- At all times during and leading up to the show, the display operator and assistants shall monitor weather conditions and other factors that could adversely affect the performance and safety of the pyrotechnic devices. Special precautions shall be taken for inclement weather or other potentially hazardous conditions that exist during setup. All pyro and equipment shall be covered to provide protection from moisture, wind and other conditions. If hazardous conditions are present, which prevent Impact Pyro, Inc. from safely starting or continuing the show, the display operator or AHJ shall stop or postpone the show until such time that the hazards are no longer present.
- In the event of an accident or any situation that requires the intervention of emergency services within the fallout area, the display operator shall suspend the show until the situation is resolved.
- Impact Pyro shall electrically and/or manually fire all displays from preset racks. Individual mortars shall be used only once in each show. In no case, shall Impact Pyro, Inc. reload and use mortars multiple times in the same display.
- In electrically fired outdoor displays, the display operator and other assistants shall maintain a distance of 75' (min) from the nearest pyrotechnic device or position themselves behind a protective barricade during the show (separation distances do not necessarily apply for low-hazard and/or proximate pyrotechnic devices).
- Unauthorized or public access to the display site is not permitted during setup and operation of display. Following the completion of the display, the display operator and his staff shall inspect all equipment, devices and the fallout area for unexploded shells and other potentially live devices. Unauthorized or public access will not be permitted within the fallout area until this inspection has been completed and the area is determined to be safe. In some cases, public access within the fallout area is not allowed until after the removal of all equipment and debris.
- Following the completion of the display, the display operator shall remove or dispose of unfired or partially fired pyrotechnic devices per NFPA guidelines and manufacturer recommendations.

# DISPLAY SAFETY

## PYROTECHNIC DEVICES AND EQUIPMENT

- Impact Pyro provides all pyrotechnic products and equipment required for the safe and appropriate discharge of fireworks. Additional equipment, provided by client, may be necessary for pyro musicals and other special events in which audio, video, or other features, not directly related to the discharge of fireworks, are included in the display.
- All shells and pyrotechnic devices shall be manufactured by reputable, brand named companies with a history of providing safe and reliable products. All shells and pyrotechnic devices shall be constructed, fused, and labeled according to the standards set forth by the NFPA.
- Trained pyrotechnicians shall inspect all pyrotechnic devices and equipment prior to and during setup. Devices that reveal a loss of composition and/or appear to have any potential construction problems shall be deemed unsafe and will not be used. Equipment deemed unsafe and/or unreliable will be repaired or replaced as necessary.
- All mortars and racks shall be setup/constructed in such a way to ensure adequate structural integrity. All equipment shall be appropriate in size, function, strength, materials and other factors related to its use in the display.
- All electrical firing equipment shall be high quality and NFPA compliant, including key operated switches, separate buttons for arming and ignition, a low-current circuit for continuity testing, and some form of a “dead-man switch,” which can be used to stop the show in the event of an emergency. In no case will Impact Pyro, Inc. use cheap, dangerous, unreliable firing systems in its displays.
- E-matches in electrically fired shows shall contain shrouds that cover the match head and help prevent unintended ignition due to friction.
- Impact Pyro, Inc. and its staff shall provide all necessary safety equipment for its displays, including fire extinguishers and protective gear/clothing. Impact Pyro, Inc. shall also make special provisions for its staff to ensure adequate hydration and protection from the sun, heat or cold, or other potentially dangerous conditions that may exist.

# DISPLAY SAFETY

## DISPLAY LOCATION

- Impact Pyro, Inc. shall survey all proposed display locations in order to determine the necessary distance restrictions, potential hazards due to the site's environmental conditions, egress routes, the types of fireworks that may be safely used and other safety precautions related to the specific area where the display is to take place. Impact Pyro, Inc. shall take special precautions, per NFPA guidelines, for shows fired from floating platforms, roofs and other areas with limited egress and other potential hazards.
- After determining a safe display location, Impact Pyro, Inc. shall prepare a site diagram, which identifies the show's general pyrotechnic devices, display fallout area, anticipated wind direction, roads and landmarks and locations of onsite storage of pyrotechnic devices, traffic flow and egress routes. Diagram shall also mark the locations of spectators, parking, emergency vehicles, buildings and possible obstructions, and provide additional information as needed or required by the AHJ (Authority Having Jurisdiction). Impact Pyro, Inc. will submit this diagram, along with necessary permitting information, to local fire agencies, law enforcement and the state fire marshal's office.
- Impact Pyro, Inc. will work in conjunction with the event sponsor, fire protection, law enforcement and other security personnel to establish and maintain a safe and secure work area at all times before, during and after the show while Impact Pyro, Inc. staff, its equipment and pyrotechnic devices are on site. Impact Pyro, Inc. shall notify the AHJ, and other entities as required by the event sponsor, of times when fireworks will be onsite and/or in the local area.
- In the event of overnight or multiple day onsite storage of pyrotechnic devices, Impact Pyro, Inc. and/or the event sponsor shall provide personnel to attend storage vehicle(s) at all times. Storage vehicle shall be locked and secured per ATF requirements. Further, Impact Pyro, Inc. shall notify and acquire approval from the AHJ and ATF prior to storage.



# BEHIND THE SHOW

A good fireworks display isn't just thrown together. It is a culmination of many hours of planning and hard work that take place over weeks and even months. Here is a quick overview of just some of the work that goes into your show.



**Administrative** — Contracts, accounting, permitting, regulatory work, and much more — who knew that fireworks would generate so much paperwork? These are the necessary administrative tasks behind every show we perform, no matter how big or small.



**Creative** — This is where the vision for your show takes shape and comes together. Products are selected. Music tracks are produced. Pyro scripts are written, and more. This creative collaboration is carried out with the goal of making sure your display is as spectacular as possible.



**Pre-Show Labor and Prep**— The sweat starts long before we get to the display site. Products are labelled, pulled from storage, and loaded onto delivery trucks. Racks and equipment are checked, pulled, and loaded on to trailers and trucks. Gig boxes are prepared and loaded. Show logistics are finalized.



**Show Day** — The lead operator and crew for your show will arrive at the scheduled time to set up and perform your show. This includes establishing the planned safety area, unloading and setting up equipment, loading and matching products, firing the show, clean-up, post show site check, and more.

# LICENSES

**State of Tennessee** 450

**TENNESSEE FIREWORKS PERMITS  
DISPLAY EXHIBITOR  
IMPACT PYRO, INC**

*This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.*

ID NUMBER: 2453  
LIC STATUS: LICENSED  
EXPIRATION DATE: October 13, 2026



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

**State of Tennessee** 3189

**TENNESSEE FIREWORKS PERMITS  
ANNUAL FIREWORKS  
IMPACT PYRO, INC.  
414 C ROCK SPRINGS ROAD  
CASTALIAN SPRINGS, TN 37031**

Having complied with the safety measures, as set out in Tennessee Code Annotated, Title 68, Chapter 104 and applicable rules and regulations governing the sale, storage, and use of fireworks and having paid the required fee, the holder is hereby granted a permit to engage in the sale of fireworks at the above address.

ID NUMBER: 323  
LIC STATUS: REGISTERED  
EXPIRATION DATE: December 31, 2026  
DISTRIBUTOR



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



# LICENSES

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives		Federal Explosives License/Permit (18 U.S.C. Chapter 40)	
In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. <b>THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.</b> See "WARNINGS" and "NOTICES" on reverse.			
Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	<b>1-TN-165-51-6K-01054</b>
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	<b>October 1, 2026</b>
Name <b>IMPACT PYRO INC</b>			
Premises Address (Changes? Notify the FELC at least 10 days before the move.) <b>414 C ROCK SPRINGS RD CASTALIAN SPRINGS, TN 37031-</b>			
Type of License or Permit <b>51-IMPORTER OF EXPLOSIVES</b>			
Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. This signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."		Mailing Address (Changes? Notify the FELC of any changes.) <b>IMPACT PYRO INC PO BOX 989 GOODLETTSVILLE, TN 37070-</b>	
Licensee/Permittee Responsible Person Signature		Position Title	
Printed Name		Date	
Previous Edition is Obsolete		ATF Form 5400.14-5400.15 Part I Revised September 2011	
<b>Federal Explosives License (FEL) Customer Service Information</b>			
Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431		Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov ATF Homepage: www.atf.gov	
<b>Change of Address (27 CFR 555.54(a)(1)).</b> Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. <b>(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)</b>			
<b>Right of Succession (27 CFR 555.59).</b> (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.			
Cut Here ✂		(Continued on reverse side)	
<b>Federal Explosives License/Permit (FEL) Information Card</b>			
License/Permit Name: <b>IMPACT PYRO INC</b>			
Business Name:			
License/Permit Number: <b>1-TN-165-51-6K-01054</b>			
License/Permit Type: <b>51-IMPORTER OF EXPLOSIVES</b>			
Expiration: <b>October 1, 2026</b>			
Please Note: Not Valid for the Sale or Other Disposition of Explosives.			



# PROOF OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/09/2025			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
<b>PRODUCER</b> PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954			<b>CONTACT</b> NAME: PHONE (A.C. No. Exh.): 415-475-4300 FAX (A.C. No.): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Certain Underwriters at Lloyd's, London AA-1128623 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :				
<b>INSURED</b> Impact Pyro, Inc.  PO Box 402 Castalian Springs TN 37031			<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> BL-006004 <b>REVISION NUMBER:</b>				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS AND CLAUSES.</p>							
INSUR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PY/25-0237	10/01/2025	10/01/2026	EACH OCCURRENCE (DAMAGE TO RENTED PREMISES (Ea occurrence)) \$ \$5,000,000 MED EXP (Any one person) \$ \$50,000 PERSONAL & ADV INJURY \$ \$5,000,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			This insurance contract is with an insurer licensed to transact insurance in the state and is issued and delivered as surplus line coverage pursuant to the Tennessee Insurance Statutes. Writing Agent: Christopher M. Treanor, 180 River Road, 2nd Floor, Summit, NJ 07901-1449 Surplus License #: 953758			COMBINED SINGLE LIMIT (Ea occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/MEMBERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured Name are Additional Insured as respects the Class B (1.3g) and Class C (1.4g) fireworks display(s) on 01/01/2026 located at Your Address, Your City, TN 37031. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.							
<b>CERTIFICATE HOLDER</b> Certificate Holder Name  Certificate Holder Address Certificate Holder CTN 37031				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Susan Ellen</i>			
ACORD 25 (2016/03)		© 1988-2015 ACORD CORPORATION. All rights reserved.					



# REFERENCES

## 1. July 4 Celebration – Maury County, Tennessee

Reference Contact

*Al Ray*

[aray@maurycounty-tn.gov](mailto:aray@maurycounty-tn.gov)

(931) 375-6100

## 2. July 4 / NYE / Winter Magic Celebrations – Gatlinburg, Tennessee

Reference Contact

*Macey Dance*

[macey@gatlinburg.com](mailto:macey@gatlinburg.com)

(865) 436-0523

## 3. July 4 Celebration – Goodlettsville, Tennessee

Reference Contact

*Sarah Jennings*

[siennings@goodlettsville.gov](mailto:siennings@goodlettsville.gov)

(615) 851-2218

## 4. July 4 Celebration – Chattanooga Golf and Country Club

Reference Contact

*Steve Elliott*

[selliott@chattanoogaqcc.org](mailto:selliott@chattanoogaqcc.org)

(423) 693-2103

# WHAT'S NEXT

**Questions, Changes, Approval** —If you have questions or if you want to make changes, let's talk about it. This is your show and we want you to be completely satisfied. We also want to do all that we reasonably can to earn your business. After your questions and requests are answered and met, or if you approve of the show as presented, we can move on to the next step.

**Contract Signing, Deposit** —While we consider ourselves a 'handshake / do what you promise' type of business, contracts are a necessary part of our industry and required for our mutual protection, including protecting you under our general liability insurance. After agreeing to the details of the show, we will ask you to sign the contract and submit your deposit payment. Fees and payment terms will be clearly indicated on your contract and invoice.

**Planning, Permitting, Show Day**—This is the easy part. After receiving your signed contract and deposit, we will get to work on your show. From planning and permitting to delivery, production and cleanup, we take care of everything for you.

# THANK YOU, AGAIN!

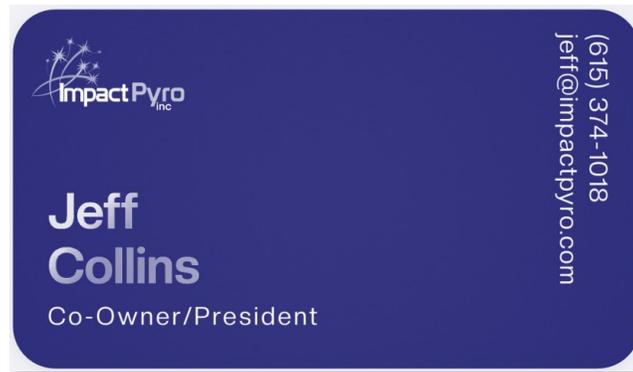
Thank you, again, for considering Impact Pyro, Inc. We appreciate your interest and hope to work with you on this event. Please let us know your thoughts about the proposed show, and please give us a shout if we can answer any questions.



Impact Pyro Inc.

**Joey Bassham**  
Co-Owner/Operator

(615) 423-0296  
joey@impactpyro.com



Impact Pyro Inc.

**Jeff Collins**  
Co-Owner/President

(615) 374-1018  
jeff@impactpyro.com

Impact Pyro, Inc.  
P.O. Box 402  
Castalian Springs, TN 37031



**RESOLUTION 2025-21**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY,  
TENNESSEE, TO APPROVE GRANT AMENDMENT ONE FROM  
THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO GRANT)  
CONTRACT NUMBER Z26THSO11.**

**WHEREAS** Agency tracking number 34901-01621 and contract number Z26THSO11;  
and

**WHEREAS** the state has reduced the THSO grant (Tennessee Highway Safety Office)  
by 20% due to funding cuts; and

**WHEREAS** the original budget was \$ 18,000.00 (eighteen thousand dollars) and is  
now reduced to \$ 14,000.00 (fourteen thousand dollars).

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND  
COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,**  
approves the grant amendment from the Tennessee highway safety office (THSO)  
reducing the amount of funding the city will receive.

1. The Town of Ashland City has received a Grant Amendment for the THSO  
(Tennessee Highway Safety Office) reducing the funding from \$ 18,000.00 (eighteen  
thousand dollars) to \$ 14,000.00 (fourteen thousand dollars).
2. The Mayor is hereby authorized to execute all documents necessary to effectuate this  
grant amendment on behalf of the Town of Ashland City.
3. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34901-01621	<b>Edison ID</b> 87701	<b>Contract #</b> Z26THS011	<b>Amendment #</b> One (01)		
<b>Contractor Legal Entity Name</b> Ashland City Police Department			<b>Edison Vendor ID</b> 1534		
<b>Amendment Purpose &amp; Effect(s)</b> The purpose of this Amendment One (01) is to decrease the maximum liability (Grant Contract Section C.1.) due to a decrease in the overall availability of federal funds, to replace Grant Contract Attachment One (Grant Budget) with an updated Grant Contract Attachment One, and to replace Grant Contract Attachment Two (Federal Award Identification Worksheet) with an updated Grant Contract Attachment Two					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 09/30/2026			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):</b>			<b>(\$3,600.00)</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2026		\$18,000.00			\$18,000.00
2026		(\$3,600.00)			(\$3,600.00)
<b>TOTAL:</b>		<b>\$14,400.00</b>			<b>\$14,400.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71302000			

**AMENDMENT ONE (01)  
OF GRANT CONTRACT Z26THS011**

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

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fourteen Thousand Four Hundred Dollars and Zero Cents (\$14,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.
3. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Ashland City Police Department:**

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<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
--------------------------	-------------

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

---

<b>JEFF LONG, COMMISSIONER</b>	<b>DATE</b>
--------------------------------	-------------

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Ashland City Police Department
Subrecipient's Unique Entity Identifier (SAM)	RM2DQHW23C29
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$14,400.00
Total amount of federal funds obligated to the subrecipient	\$14,400.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

**RESOLUTION 2026-22**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY,  
TENNESSEE, TO APPROVE CHANGE ORDER FOR CSR  
ENGINEERING ADDITIONAL FEE FOR THE BICENTENNIAL  
TRAIL PHASE TWO PROJECT IN THE AMOUNT OF \$  
8,000.00(EIGHT THOUSAND DOLLARS).**

**WHEREAS** during the NEPA process, TDOT Environmental Section has required us to do a stream determination (hydraulic determination) on the Lenox Branch Section in our project; and

**WHEREAS** NEPA added streamside salamander survey (which are a state listed endangered species); and

**WHEREAS** NEPA Hydraulic determination by QHP on UNT to Lenox Branch cost \$4,500.00 (four thousand five hundred dollars) and the NEPA added streamside salamander survey is a cost of \$3,500.00 (three thousand five hundred dollars) for a total fee of \$ 8,000.00 (eight thousand dollars).

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** approve the change order for Phase 2 of the Bicentennial Trail Project.

1. The Town of Ashland City has been notified of additional testing on the Lenox Branch of the Bicentennial Trail Project. The NEPA Hydraulic determination by QHP on UNT to Lenox Branch cost \$4,500.00 (four thousand five hundred dollars) and the NEPA added streamside salamander survey is a cost of \$3,500.00 (three thousand five hundred dollars) for a total fee of \$ 8,000.00 (eight thousand dollars).
2. The Mayor is hereby authorized to execute all documents necessary to effectuate this grant amendment on behalf of the Town of Ashland City.
3. This resolution shall take effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March 2026.**

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

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

\_\_\_\_\_  
MAYOR GERALD GREER

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE



# STANDARD TERMS AND CONDITIONS

- 1 **Relationship between Engineer and Client.** CSR Engineering (CSR) shall serve as Client's professional engineering and/or surveying consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. CSR shall not be considered to be the agent of the Client.
- 2 **Responsibility of CSR.** CSR will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, CSR shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall CSR be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to CSR on this project.
- 3 **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for CSR to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
- 4 **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by CSR in connection with any or all of the services furnished hereunder shall be the property of CSR. CSR shall have the right to retain copies of all documents and drawings for its files.
- 5 **Reuse of Documents.** All documents, including drawings and specifications furnished by CSR pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification by CSR, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.
- 6 **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and CSR and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
- 7 **Suspension of Services.** Client may, at any time, by written order to CSR, require CSR to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, CSR shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the
- 8 **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CSR either before or after the termination date shall be reimbursed by
- 9 **Legal Proceedings.** In the event CSR's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where CSR is not a party to such proceeding, Client will compensate CSR for its services and reimburse CSR for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect in the event Client engages CSR to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or
- 10 **Indemnification.** CSR shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of CSR. Client shall indemnify and hold harmless CSR from CSR's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client. In the event of joint or concurrent negligence of CSR and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage. Client shall not be liable to CSR, and CSR shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or CSR or their employees, agents or subcontractors, by reason of services rendered under
- 11 **Insurance.** Within the context of prudent business practices, CSR shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/ \$2,000,000; automotive liability with limits of at least \$1,000,000/ \$1,000,000; and professional liability insurance with an annual limit of at least \$1,000,000.
- 12 **Payment.** CSR shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of 1 1/2% per month. Payment for CSR's services is not contingent on any factor except CSR's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If CSR brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if CSR must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then CSR shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if
- 13 **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CSR or CSR's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that CSR properly inferred to exist between sampling points may differ significantly from those that actually exist. CSR will locate utilities which will affect the project from information provided by the Client and utility companies and from CSR's surveys. In that these utility locations are based, at least in part, on information from others, CSR cannot and does not warrant their completeness and accuracy.
- 14 **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, CSR is required to take appropriate precautions to protect the health and safety of our personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if they know or has any reason to assume or suspect that hazardous materials may exist at the project site, they will inform CSR in writing prior to initiation of services under this Agreement. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CSR agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against CSR and agrees to indemnify, defend and hold CSR harmless from any claim or liability for injury or loss arising from CSR's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate CSR for any time spent and expenses incurred by CSR in defense of any such claim.
- 15 **Risk Allocation.** The Client recognizes that CSR's fee includes an allowance for funding a variety of risks which affect CSR by virtue of agreeing to perform services on the Client's behalf. One of these risks stems from CSR's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit CSR's liability to the Client and all construction contractors arising from CSR's professional acts, errors or omissions, such that the total aggregate liability of CSR to all those named shall not exceed \$50,000 or CSR's total fee for the services rendered on this project, whichever is greater.
- 16 **Force Majeure.** Neither Client nor CSR shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies
- 17 **Compliance with Laws.** To the extent they apply to its employees or its services, CSR shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
- 18 **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
- 19 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of CSR Engineering.
- 20 **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly stated herein. Any other documents, including purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to this Agreement, shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**Resolution No. 2026-23**

**A Resolution of the  
The Town of Ashland City, Tennessee**

**Confirming Compliance and Review of Financial Policies and Authorizing an  
Application for the Comptroller’s Financial Excellence Award**

- WHEREAS** the Governing Body of The Town of Ashland City, Tennessee, has adopted the following Comptroller Award Eligibility Financial Policies.
- WHEREAS** the Governing Body recognizes the importance of having a strong financial management system in place with strong financial policies to ensure that management will achieve its objectives for operations, budgeting, debt management, financial reporting, and compliance.
- WHEREAS** the Governing Body has reviewed the requirements for the Comptroller’s Financial Excellence Award.
- WHEREAS** it is the Governing Body’s express intent to apply for the Comptroller’s Financial Excellence Award.

**NOW, THEREFORE**, be it resolved by the Governing Body that it has reviewed the before mentioned policies within the last 12 months and made or approved changes as needed and hereby authorizes and requests the completion and submission of the application for the Comptroller’s Annual Award for Financial Excellence for fiscal year 25/26.

Duly passed and adopted by the Governing Body of The Town of Ashland City, Tennessee, this 10<sup>th</sup> day of March 2026.

ATTESTED:

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Mayor Gerald C. Greer

City Recorder Mary Molepske

For Governmental Operating Funds				
(General Fund, General Purpose School Fund, and Other Funds with Recurring Payroll Expenditures)				
Financial Health Metric	Description	No Concern	Slight Concern	Distress Concern
Cash as a Percent of Expenditures	Do we have enough cash reserves to manage cash flow and fund unexpected spending?	Greater than 15%	15% to 8%	Less than 8%
<b>Current Liabilities as a Percent of Cash</b>	<b>Do we have the ability to pay short-term obligations?</b>	<b>Less than 25%</b>	<b>25% to 75%</b>	<b>Greater than 75%</b>
For Counties, Metros, and Municipalities with a Property Tax - General Governmental Debt as a Percent of Assessed Value*	How burdensome is our debt load?	Less than 8%	8% to 10%	Greater than 10%
For Municipalities without a Property Tax - General Governmental Debt per households as a Percent of Median Household Income	How burdensome is our debt load?	Less than 8%	8% to 10%	Greater than 10%
For Utility Systems				
(Utility Systems Operated by a City/Town, County, Metro Govt, Utility District, Authority, or Joint Venture)				
Financial Health Metric	Description	No Concern	Slight Concern	Distress Concern
Cash as a Percent of Cash Expenses	Do we have enough cash reserves to manage cash flow and fund unexpected spending?	Greater than 15%	15% to 8%	Less than 8%
<b>Current Assets as a Percent of Current Liabilities</b>	<b>Do we have the ability to pay short-term obligations?</b>	<b>Greater than 1.25x</b>	<b>1.0x to 1.25x</b>	<b>Less than 1.25x</b>
Statutory Change in Net Position as a Percent of Operating Revenue for Systems under TBOUR Jurisdiction	Are my rates sufficient to cause a positive statutory change in net position?	Positive	N/A	Negative
<b>Business Type Activity Debt Coverage Ratio**</b>	<b>Do we have revenues sufficient to cover debt service?</b>	<b>Greater than 1.20x</b>	<b>N/A</b>	<b>Less than 1.20X</b>

\* Debt as a Percent of Assessed Value is calculated as: total general governmental debt divided by total assessed value of property in the local government as reported by the Comptroller on the Tax Aggregate Report.

\*\* Debt Coverage Ratio is calculated as annual operating revenues minus annual operating expenses excluding depreciation divided by annual debt service (principal and interest) payments.