



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

March 12, 2024 6:00 PM

Agenda

Mayor: JT Smith

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) February 20, 2024, Council Meetings

PUBLIC FORUM

2. *Procedure for Speaking Before the Council*

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

3. Attorney
4. Project Update from Josh Wright

OLD BUSINESS

NEW BUSINESS

5. Thrive 55+ Building Use for Events

- [6.](#) Thrive 55+ Policies and Procedures Manual
- [7.](#) Thrive 55 GNRC contract Amendment
- [8.](#) Ordinance - Rezone MAP 055C, SYCAMORE STREET
- [9.](#) Updated APSU Contract
- [10.](#) Fiscal year 23-24 Budget Amendment #1
- [11.](#) Laser Contract
- [12.](#) Resolution 2023-17- Interim City Recorder Pay Discussion
13. City Admin Discussion

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

14. Request to Bid Shade Structure

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

February 20, 2024, 6:00 PM

Minutes

CALL TO ORDER

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

ROLL CALL

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

PLEDGE AND PRAYER

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. January 9, 2024, Council Minutes

A motion was made by Councilman Thompson, Councilman Kerrigan, to approve the January 9, 2024, City Council Meeting Minutes. All approved by voice vote.

2. January 23, Council Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the January 23, 2024, City Council Minutes. All approved by voice vote.

PUBLIC FORUM

3. . Procedure for Speaking Before the Council
None.

REPORTS

4. City Attorney - Ms. Noe spoke about the changes in the election law. It was not specific to Ashland City but still supported the direction of our election.

UNFINISHED BUSINESS

5. Corp of Engineers Contract

A motion was made by Councilman Kerrigan, seconded by Councilman Thompson to defer and remove it from the agenda.

NEW BUSINESS

6. Firework Contract

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

7. Juli Watson Exercise Contract

A motion was made by Vice Mayor Greer, seconded by Councilman Smith to accept the contract. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.

8. Phoenix Thornberg Exercise Contract

A motion was made by Vice Mayor Greer, seconded by Councilman Smith to accept the contract. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.

9. LPR Policy

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

10. Resolution: Move ARPA Funds

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

11. VCIF Grant Contract

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

12. Request Permission to Apply for Healthy Built Environment Grant

A motion was made by Councilman Smith, seconded by councilman Thompson to apply for the grant. All approved by voice vote.

SURPLUS PROPERTY NOMINATIONS

None

EXPENDITURE REQUESTS

13. Parks – Fireworks

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

OTHER

14. MG GROUP ENGAGEMENT

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

ADJOURNMENT

A motion to Adjourn was made by Vice Mayor Greer, seconded by Councilman Adkins, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:10 PM.

MAYOR JT SMITH

CITY RECORDER MARY MOLEPSKE

Thrive 55+

Ashland City

Policies & Procedures Manual



**104 Ruth Drive
Ashland City, TN 37015
615-792-3629**

**Website:
www.ashlandcitytn.gov/thrive55**

**Facebook:
www.facebook.com/Thrive55AshlandCity**

Our center is operated by The Town of Ashland City.



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These policies and procedures may be amended at any time by the Center Director with approval of the Town of Ashland City Council and Members of the Friends of the Center Advisory Council. Copies of these policies and procedures will be given to all new members upon registration. A copy may also be found in the information rack in the center front lobby or may be requested by a staff member at any time.

welcome

Welcome to the Thrive 55+ Center! We are so glad you joined us! This booklet contains information intended to help you become familiar with the wide array of programs, activities, and services that we provide, including general information on policies.

Our staff takes pride in our program offerings – from exercise classes and health and wellness activities to card games, trips, and meals. All activities are built around the needs and wishes of our participants but if there is something in which you are interested that is not offered, please let a staff member know and if there is a way we can make it happen, we will do our best to accommodate your request. We want you to have a positive and enjoyable experience, which is one reason for the publication and distribution of this booklet. We don't want surprises, and we would like everyone to understand their responsibilities and the expectations associated with participation in center activities. If you have questions about the information contained in this booklet, please ask for clarification.

About Us

The Thrive 55+ Center is a recreational facility for adults fifty-five years and older. The center is operated by The Town of Ashland City. It is the right and responsibility of the Town of Ashland City to set policies and procedures to protect the Town of Ashland City, the Thrive 55+ Center and to ensure the safety of persons using the Center. These policies and procedures are in addition to any local laws, governmental policy or regulation that may govern the use of public buildings.

The Center Director, along with the City Mayor and Council Members, are responsible for establishing operating rules and program policies for the overall benefit of older adults utilizing services and others who use the Center. The Center Director is responsible for reviewing and handling member and participant complaints, ensuring the freedom for all members and participants to enjoy the Center, and to guarding the well-being and safety of members and participants.

Our Center is funded by The Town of Ashland City, Grants from Greater Nashville Regional Council (GNRC), donations from the Friends of the Center Advisory Council, as well as public donations. Our center does receive some additional grants as they are available.

We are meant to THRIVE not just survive!

Mission Statement

The mission of Thrive 55+ Ashland City is to provide a positive and safe environment for residents of Ashland City, Cheatham County, and surrounding areas who are fifty-five years of age or older and to provide services and programs which promote lifelong learning, health and physical well-being, social engagement, and emotional support. We are committed to enriching the lives of everyone we serve and to empower them to thrive throughout their journey of aging.

Vision Statement

Our vision for our center and our community

- Have a community where older adults are treated with dignity and respect and considered vital contributors to the community.
- Empower older adults to live active, healthy lives to improve all aspects of health and help them lead an independent life.
- Be a focal point which provides information through educational and community resources to help older adults not just survive but thrive!

Membership and Eligibility

Members and Participants

The staff at the Thrive 55+ Center is dedicated to providing services to participants 55 years and older, their caregivers, and persons conducting official business at the Center regardless of income, race, religion, sex, sexual orientation, national origin, or presence of disability.

Membership

The Thrive 55+ Center does not require a fee to become a member. The only requirement is to complete a participant registration form (PRF) and sign a waiver of liability. The PRF includes, but is not limited to, address, telephone number, email address, emergency contact information, and general health information. This information is collected for the benefit of members in the event of an emergency. In addition, it helps improve communications with members such as reminder calls to ensure you don't miss any programs/events/trips for which you are signed up.

You must remain active to maintain your membership. Members who have not participated in at least one program or activity within 2 years will be archived and will be required to complete a new registration form to reactivate their membership. Every member will be asked to do a yearly review of their participant registration form (PRF) to ensure your information is correct and up to date. It is the responsibility of members to keep their membership information up to date. Please notify the staff regarding any address, email address, phone number or emergency contact information changes.

Member Privacy

Due to privacy guidelines, staff or instructors/activity facilitators cannot share member information, including which members are on site or in a particular activity. All member information is kept confidential and is for use by the Thrive 55+ Center staff only.

Emergency Contact Information

All members must provide an emergency contact and phone number on their participant registration form (PRF) in case of an emergency or medical issue. If the member lists the spouse/partner, please provide an additional phone number other than the home phone number, or another emergency contact and phone number in the event we cannot reach the spouse/partner. Member information will not be provided to anyone who is not a staff member, except in the case of a medical emergency.

Check In Process

All members, instructors, participants, and visitors should enter the center via the front door only. All other entry doors are locked to ensure the safety of our members, staff, and visitors.

Members must check in at the MySeniorCenter™ computer kiosk using their assigned MySeniorCenter™ key tag. You will choose any programs or activities that you are attending that day. This system is used to document attendance. This data is extremely valuable and important to demonstrate growth and need which assists our center in obtaining funding and grants. If your initial key tag is lost or is too damaged to work properly on the scanner, a replacement key tag may be purchased for \$2. You also have the option to sign in without a key tag using your name and phone number. If assistance is needed, please see a center staff member.

All visitors or non-members should check in with the front desk staff upon arrival. The center recognizes the following types of visitors:

- **Prospective Members (55+):** Prospective members may visit the center one time before signing a Participant Registration Form (PRF) but must first sign a waiver of liability form to participate in any activity.
- **Guest Visitors:** These are visitors that do not meet the age requirement but are family members or guests of a member. Staff must be notified prior to visit if the individual is under 18 and not participating in an intergenerational event planned by the facility. No person under 18 may participate in center activities or attend regularly except for planned intergenerational activities. Occasional visits are allowable. All visiting children must be adequately supervised by a responsible adult. If a child is sick, has a fever, or is not well enough for school or daycare they may not visit the center.
- **Speakers/Presenters/Sales/Delivery and Other:** These guests must check in at the front desk and will be directed by a staff member.

Physical Limitations

For safety and liability reasons, participants in the center's programs and activities must be able to care for themselves or be accompanied by a family member or caregiver. The center staff and instructors/activity facilitators cannot monitor or assist participants who need one-on-one care.

Persons with Alzheimer's, Dementia, or Other Cognitive Impairments

For the protection of all participants, persons diagnosed with Alzheimer's, dementia or other cognitive impairments may participate in center activities only if accompanied by a family member or caregiver.

Programs and Facility

Hours of Operation

The Center is open Monday through Friday from 8:00 a.m. to 4:00 p.m., except holidays or closings due to inclement weather or unforeseen circumstances. Occasional programs may be scheduled during evening and/or weekend hours and will be posted in our newsletter. All activities need to be completed by 3:45 p.m. to allow time for staff to do the necessary cleaning and preparation for the next day.

Observed Holidays

The Thrive 55+ Center and the Town of Ashland City observe all federal holidays and any additional days approved by the City Council. If a holiday occurs on a weekend, the schedule will be adjusted to reflect a business day. Please check our monthly calendar for exact dates.

Observed holidays are below:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Juneteenth

Independence Day (4th of July)

Labor Day

Columbus Day

Election Day (election year only)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Inclement Weather Closings

Closings due to inclement weather are determined by the Mayor of The Town of Ashland City. If it is determined our facility will close due to inclement weather, you are encouraged to check our webpage and/or Facebook page. You may also call the center for the inclement weather update and listen to the pre-recorded message.

Parking

There is parking available for participants in the front lot of the facility. Participants should park in marked parking spaces when available. Parking in the grass area is permissible when no spaces are available. Please note the street (Ruth Drive) located beside the facility is a no parking zone. Parking is for center members, visitors and instructors attending an event or activity at the center. Parking and leaving a car in the parking lot to go elsewhere is only by permission from the center director. Parking is not permitted in no parking and loading zones, in designated staff parking spaces and under the entrance canopy. Violators of our parking policies will be asked to move their vehicle, or the vehicle will be towed at the owner's expense.

Handicapped Parking Spaces are available on a first-come, first-served basis for the person whose name appears on the required handicapped parking permit. This permit must be displayed. Consideration should be given to the variety and severity of others' disabilities when choosing a handicapped parking space.

Erratic and/or unsafe driving will not be tolerated. This includes disregarding posted signs and directional arrows, parking in areas not designated as parking spaces, disrupting or blocking traffic flow, and parking in designated Handicap parking spaces without handicap permit in the Center parking lot.

Program Fees

Some programs or activities require a fee to participate. These programs include, but are not limited to, lunch, painting classes, arts/crafts classes, and nutritional classes. These fees must be paid on or before the first day of the program.

Day Trips and Tour Procedures

The center has scheduled day trips every other month and overnight tours throughout the year. Trips are open to any registered participant. Unregistered participants may attend but must complete and submit a participant registration form prior to making trip reservations. If a trip or tour fills quickly, registered participants are given first priority. Participants must be able to function independently without one-to-one assistance or provide a companion/aide. Participants will abide by the information and instructions provided by staff while on any trip. Failure to meet at appointed locations and/or departure times, observe safety practices or other instructions could result in suspension from participation. Participants who need special accommodation must indicate the need at the time of registration. Although every effort will be made to accommodate the request, such accommodation is not guaranteed. Some trip destinations involve extensive walking, physical exertion, or limited accessibility due to the trip or facility visited. This information is included in the trip announcement and descriptions when known. Individuals must determine their ability to participate. Trip announcements and itineraries are available at the center, on the website and in the newsletter. Reservations are on a first-come, first-served basis and must be paid in full or required deposit made to secure a seat. A waitlist will be maintained after all available seats are reserved. Trip fees will not be collected from people on the waitlist. Participant will only pay when/if a seat becomes available. Cash, check, and credit cards are accepted for payment (see payment options).

If unable to attend, the participant must call the center as soon as possible. All trips are non-refundable unless noted otherwise. A refund will only be issued if a substitute is available, trip insurance has been purchased, or the tour company allows for a refund. Emergency situations may allow for a refund at the approval of the Center Director. If the trip is cancelled due to low enrollment, the center will issue a full refund by check. If the trip is cancelled due to weather or other uncontrollable circumstances, every effort will be made to reschedule the trip with ample notice to participants. No refund will be issued if the participant is unable to attend on the new date unless a substitute is available or noted otherwise. If the trip is unable to be rescheduled, a full refund will be issued by check.

Payment Options

The Center accepts cash, personal checks, and credit/debit cards for payment. A fee will be assessed for all returned checks. Fees assessed for returned checks must be paid in the form of cash or cashier's check. Payments made using a credit/debit card will be assessed at a fee of \$2.50.

Friends of the Center Advisory Council and Center Contributions

Our Center is supported by the Friends of the Center Advisory Council, which is an official 501(c)(3) non-profit organization. This council meets monthly to help advise and support the Center Director with programs and services and fundraising efforts for the center. If you would like to join this group, please see the Center Director for more information. Contributions are welcome and greatly appreciated. If you wish to financially support the Center, checks may be written to Friend of the Center Advisory Council or cash is accepted too. We would like to thank you for your generous contribution, so please include the following with your contribution: name, address, telephone number, and whether we can recognize your contribution publicly. All contributors will receive a receipt of donation.

Storage Policy

Due to limited space, only approved program supplies will be stored at the center. Personal items such as exercise accessories, seat cushions or other personal items may not be stored at the center. Please see "Lost & Found" section.

Classroom Availability

Due to scheduled activities and a limited number of classrooms, participants wanting a room for an unscheduled activity are not guaranteed a space. Even though a room may be vacant at the time of the request does not mean the space is available, as it may be scheduled and already set up for an upcoming activity.

For groups participating in a scheduled activity, please note the scheduled end time of your activity and vacate the room on time so staff can clean/disinfect the space and set up for the next activity and/or prepare for the next day's activities.

Exercise Equipment Room

Exercise equipment is provided for most classes. You are welcome to bring your own, but no personal equipment can be stored. Please see “Storage Policy” section. We ask that you keep this room organized and place all equipment back in the designated areas for future use.

Library

Books and puzzles are available in the library for use by our members. You are welcome to enjoy them at the center or at home. Please return them when you are finished so that others may enjoy them. Donations are welcome, but please check with staff for approval.

Kitchen Area

A kitchen area is provided for use by our members. Food items may be stored temporarily in the refrigerator. These items must be labeled with your name and date stored. Items left behind or stored for over one (1) week will be disposed of by a staff member. A microwave, toaster oven, and Keurig™ coffee machine are also available for use. Donated disposable serving items are available for use and are stored in designated areas inside the cabinets. This area must be kept clean and organized. Please note that only authorized personnel are allowed in the main serving kitchen area.

Dining Program

The Center serves well-balanced, nutritious meals each Monday and Wednesday beginning at 11:00 a.m. in the main dining area so that our members can enjoy a meal with others. Meal costs are currently \$5.00 per person and include a main dish, dessert and a drink. Meals are planned one month in advance and a meal calendar is provided in our monthly newsletter and posted at the center. Pre-registration is not required, but meals are served on a first come, first served basis. *Meals may not be available due to inclement weather and will not be available on holidays when the center is closed.

Computer Use

A computer is available for use by our registered participants. It is in the library and available first come, first served. The computer is property of the Thrive 55+ Center and Town of Ashland City and is available for internet use, use of social media, checking e-mail, word processing, etc. No food or drink is permitted while using the computer or in the vicinity of the computer. Printing is available but is limited to 5 pages per person. Depending on demand, time allotted to each user may be limited. Violation of any Federal or State law, including copyright laws, is prohibited. Vandalism or hacking of any hardware, software, computer, or communications system is prohibited. Private information should not be saved to the computer hard drives, including photos, written work and/or other communications. Flash drives or disks provided by the user are suggested for storing information. No software shall be installed on the computer by anyone other than Town of Ashland City personnel. Viewing offensive or pornographic material, photos or websites is prohibited. Violation of the computer use policy may result in loss of privileges. At the discretion of the Center Director, a first offense may result in a 30-day suspension from computer use or permanent exclusion from use. Depending on the severity of the situation, violations may lead to legal action.

The Center has Wi-Fi available in our building. The above guidelines apply to use of the Center Wi-Fi and any violations will result in loss of Wi-Fi privileges. Please check for the login information at the front kiosk or ask a center staff member.

Fax & Copy Services

Center staff will send faxes on behalf of registered participants free of charge up to two times each day. Receiving faxes on behalf of registered participants is only permitted by the Center Director. Center staff will make copies on behalf of registered participants. There is a small fee of .15 cents per black and white copy and .50 cents per color copy to help cover copying costs of the center.

Notary Services

The Center Director is an official Tennessee Notary Public. Simple notary services are free to our members by appointment only. The signer(s) must be present and provide government issued identification.

Classroom Setup

Classrooms are set up in advance for particular activities. Do not remove chairs or tables from other rooms in the facility. Tables and chairs are set up in accordance with guidelines for any required or requested social distancing, the needs of the activity or the instructor's setup requirements. If participants in a classroom need additional tables and chairs, or need the setup changed, please contact a staff member. Members/participants should not attempt to move furniture or set up tables and chairs. Our staff will gladly assist with these requests.

Lost & Found

If you have lost or misplaced a personal item, please check with the staff to see if it has been turned in. Any items left behind that do not have identifying contact information on it for staff to contact the member will be discarded. If you are contacted about an item left behind, it must be picked up as soon as possible. For items that pose a hygiene issue, such as used cups or dishes, handkerchiefs, etc., staff members will inquire if the item(s) belongs to a member present, and if it is not claimed it will be disposed of that same day. Personal items are not to be stored at the Center.

Transportation

Mid Cumberland Public Transit™ Transportation Services, when available, are provided free of charge when traveling to and from the Center. This service is offered to older adults 60 and above. Initial requests must be made through the Center Director and may be subject to other restrictions as set forth by Mid Cumberland Public Transit™. Members may arrange pick-up dates and times by calling MCHRA at 615-792-7242. Additional transportation services are available through MCHRA and can be arranged through their office.

Health and Safety

Center Emergency Plan

The Center staff is trained for emergency situations, such as fire or severe weather. There is always at least one certified staff member present with CPR/First Aid/AED training. The Center conducts at least two fire drills and one disaster drill during the calendar year with the assistance of the Ashland City Fire Department and/or Police Department. All occupants of the building are required to participate. In a fire emergency, all occupants will be required to vacate the building and stay on property until appropriate authorized personnel deem it safe to return to the building. During an actual emergency or drill, please obey all instructions issued by staff to evacuate the building or to shelter in place. Be familiar with the location of posted information to identify the nearest exit.

- **Fire Emergency** – In case of a fire, all occupants are to evacuate the building through the closest, clear exit. If you are exiting at the front of the building, you will go to the main parking lot area. If you are exiting at the side or back of the building, you will go to the parking lot of the Emergency Management Building. Everyone should wait in these designated areas for a staff member to check off your name before you can leave the premises and wait on emergency personnel for any further instructions.
- **Tornado Emergency** – In case of a tornado, all occupants of the building will be directed to go to the back storage area in the library. If that area becomes too full, the restrooms may be used as a second location. Remain in these locations until the warning has passed and listen for instructions from a staff member. If the building is damaged, please wait for instructions from emergency personnel.
- **Earthquake Emergency** – In case of an earthquake, all occupants should stay inside, drop down to your hands and knees, and hold onto something sturdy. If you're using a wheelchair or walker with a seat, make sure your wheels are locked and remain seated until the shaking stops. If possible, get under a table, hold on with one hand and be ready to move with it if it moves. If seated and unable to drop to the floor, bend forward, cover your head with your arms and hold on to your neck with both hands. Stay on your knees or bent over to protect vital organs. After an earthquake emergency, please listen for instructions from staff or emergency personnel.
- **Active Shooter Emergency** – In case of an active shooter emergency, evacuate if there is an accessible escape path, and attempt to evacuate the premises. Follow the instructions of any police officers. Call 911 when you are safe. If evacuation is not possible, find a place to hide where the active shooter is less likely to find you (i.e., an office or room with a closed and locked door). Lock or blockade the door with heavy furniture. Silence your cell phone and turn off any source of noise (i.e., radios, televisions). Hide behind large items (i.e., cabinets, desks). Dial 911, if possible, to alert police to the active shooter's location. If you cannot speak, leave the line open and allow the dispatcher to listen. As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by acting as aggressively as possible against him/her, throwing items and improvising weapons, or yelling loudly at him/her.

- **Power Outage** - In an extended power outage, our center is equipped with a generator.
- **Natural Disasters** – The Center is a designated Red Cross Emergency Shelter. Should the need arise, all regularly scheduled programs and activities will be cancelled when the building is used in this manner.

Emergency Exits

The Center has five doors for evacuating the building. Members, instructors, and guests should only use the Center's front door to enter the building. Emergency exits should not be propped open for any reason, nor should they be opened to allow members or participants to gain entry to the building. All doorways, main pathways, and exits must remain clear.

Medical Emergencies / Accidents

If a serious injury, fall or medical emergency arises, center staff members are required to call 911. Members who are fully conscious may refuse medical assistance only after emergency medical staff has arrived and the member has signed the waiver.

Reporting Accidents, Injuries or Health Events

Members and participants should report accidents, injuries, or health events to a staff member immediately. If another participant has been involved in any of these events, do not move them, do not offer water or food, or guess at needed medical attention. It is the Center policy for staff members to attend to these types of events, and to call 911. Moving a participant after an accident, injury or health event can cause more harm or aggravate the condition. The participant has the right to refuse treatment after the professional medical staff has arrived at the scene and assessed the situation.

Reporting Safety Hazards

Members and participants should report spills, broken glass, broken facility fixtures (outlet, light switch, etc.), recreation equipment (treadmill, pool cue, etc.) or restroom issues (water leak, overflowing toilet, etc.) to a staff member immediately. Members should not attempt to repair any issues, fixtures, or equipment. Outdoor safety hazards on the facility grounds such as broken glass, tree limbs or any fall hazards should be reported to a staff member immediately.

Tobacco Products

The Center is a tobacco-free facility. Smoking, including electronic cigarettes, and the use of snuff and chewing tobacco products are not permitted inside the facility, and are only permitted outside at least 50 feet from any building entrance. Cigarette and cigar butts must be properly disposed of in designated containers.

Alcohol and Drug Policy

No alcoholic beverages or illegal drugs are permitted on the premises at any time. This includes being under the influence of alcohol, illegal drugs, and prescribed narcotics. See “Code of Conduct”.

Open Flames

The use of open flames and flammable material is prohibited. Sterno devices may be used to maintain food temperatures but only with close supervision and prior approval from the Center Director. Birthday candles are permitted with permission from the Center Director.

Security Cameras

The center has multiple cameras around the facility to aid the staff members with the safety and security of the facility and our members, instructors, and guests.

Communicable Diseases

Persons entering the Center are encouraged to use the hand sanitizers available throughout the building and/or regularly wash their hands. If you are ill with a cold, the flu, etc. and are coughing/sneezing and/or have a fever, please remain at home.

Personal Hygiene and Attire

Every member is responsible for maintaining a level of personal hygiene consistent with generally accepted standards of health and safety for themselves and others. This includes appropriate attire for activities at the center. Poor hygiene is noticeable in persons whose body or clothing is heavily soiled and/or has an offensive odor; or other prevailing conditions, resulting from personal sanitation problems.

Fragrance Sensitivities

Please refrain from using any strong perfumes, colognes, or scented personal products in consideration of people with chemical sensitivities. Several of our members and visitors have breathing issues such as COPD or allergies to strong odors. This is especially important in our exercise classes and in the exercise room, as participants are breathing more deeply, and the fragrances can aggravate normal breathing.

General Guidelines

Photography and Video

At times, our staff takes photos and videos of our programs, events, and trips conducted by our Center, including onsite and offsite locations. These photos or videos may be used in our newsletter, Facebook™ page, website, brochures, or other publications. If you do not wish to be in a video or have your photo taken, please notify us in writing immediately. This notification will be kept on file and can be updated at any time.

Children

The Center's programs are not designed to accommodate children, and the programs are limited to active adults age 55+.

Animals Prohibited

No animals are permitted in or around the center, except service animals required to assist disabled persons, trained pet therapy animals, and animals used during approved center programs.

Solicitation

No solicitation or private sales may take place in the center without express written permission from the center director. Program presenters may provide information but cannot make sales on the premises.

Charitable Contributions and Solicitation

No organization may solicit contributions or sell fundraising items or raffle tickets without the express written permission of the center director.

Equipment

No equipment or property belonging to the center shall be removed from the Center. Please note that donations made to the center become the property of the center.

Flyers

The Center provides a bulletin board for activity notices that may be of interest to participants. Any flyers not associated with the center must be submitted to the center director for approval before posting. These flyers may not solicit products or services.

Advertising Signs or flyers advertising any products or services are strictly prohibited within the center. The center will provide space to a visiting sponsor for informational brochures for products or services that may be of interest to participants. All brochures must be submitted to the center director for approval before being displayed.

Personal Losses and Damages

The Thrive 55 + Center is not responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore, the Town of Ashland City and the Thrive 55+ Center are released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained arising out of the use or occupancy of the center and its grounds.

Code of Conduct Policy

The Thrive 55+ Center is a facility where individuals age 55 and older meet to participate in social, educational, wellness-oriented, and support-service activities to enhance and enrich their lives. To create a positive environment and sense of community with the Center, all individuals who enter should always conduct themselves appropriately and treat each other and staff with courtesy, respect, and cooperation. This is a zero-tolerance facility as it relates to individuals' inappropriate conduct, behavior, and/or actions. To ensure a safe, respectful, and positive environment, the following Code of Conduct has been created and applies to any and all activities or programs sponsored by or affiliated with the Thrive 55+ Center, whether onsite or offsite. A copy of this Code of Conduct will be posted in the center and provided to individuals upon request.

This Code of Conduct has been reviewed and approved by the Center Director, the City Attorney, the Mayor and City Council, and the Friends of the Center Advisory Council.

Respectful Manners

Treat other participants, staff, and guest speakers in a courteous and respectful manner. This includes keeping your conversations to a whisper while presenters are speaking. Phones should be silenced during presentations and if you must take a call, please go to another area of the center. If you receive or make a personal phone call, please refrain from using speaker mode to not disturb others around you. Please be mindful of others when watching videos or listening to music on your phone. Headphones or earbuds are suggested.

Housekeeping

Take pride in the Center by keeping it clean. Dispose of all litter and recyclable materials in the appropriate containers. Sanitizing wipes are provided at the center for quick clean ups.

Appropriate Language

Obscene, abusive, loud, insulting, or vulgar language will not be tolerated.

Political Neutrality

Members and guests are asked to remain neutral on any political topic and candidate. No political literature, including campaign signs, is allowed inside the Center or on Center property.

Harassment / Bullying / Discrimination

Any form of harassment, bullying or discrimination is prohibited at the center. This also includes any emails, text messages or social media posts associated with center activities or groups. Anyone who commits, threatens, or encourages harassment, bullying or discrimination will be subject to immediate termination from the Thrive 55+ Center program.

- **Harassment** – an act or series of acts of an offensive nature between two or more people that may include, but is not limited to, physical actions, verbal actions, harassment and/or sexual harassment, or any of these forms of harassment expressed through/in emails, text messages or on social media.
- **Bullying/Cyberbullying** – Verbal slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; abusive or offensive remarks; physical pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; nonverbal threatening gestures; or socially or physically excluding or disregarding a person in center-related activities; or any of these forms of bullying expressed through/in emails, text messages or on social media.
- **Discrimination** – to exclude individuals from an opportunity based on the individual's race, color, religion, sex, age, disability, or national origin.

Violence Policy

Violence or the threat of violence by or against any program member or participant or staff member is unacceptable and will not be tolerated. Anyone who commits, threatens, or encourages violence will be subject to immediate termination from the Thrive 55+ Center program.

Alcohol and Drug-Free Policy

The Center's alcohol and drug-free policy strictly prohibits using, selling, receiving, distributing, possessing, being under the influence of or being otherwise impaired by alcohol or any illegal drug (including medical marijuana), or abusing prescription or over-the-counter drugs.

Reporting Suspicious Activity

Members and participants should immediately report any suspicious activity, use of weapons or threats of violence to center staff.

Compliance with Applicable Laws

Persons using the Thrive 55+ Center shall comply with all federal, state, and local laws and regulations.

Participant Disciplinary Action

- **Verbal and Written Warning** – Unacceptable behavior that does not lead to immediate suspension or dismissal may be dealt with by first issuing a verbal warning or written warning from the Center.
- **Suspension or Dismissal from the Center** – The Center Director may, at his/her discretion, request any participant to leave the center if the person is deemed to be disruptive, poses a potential danger to the well-being of others or himself/herself, is engaged in any illegal activity, or violates any of the regulations of the Center.
- **Abuse of Rules** – Any person who abuses the rules or any other laws or policies applicable to the Thrive 55+ Center may be required to vacate the center and may be barred from further use.

Grievance Policy

The Thrive 55+ Center will provide a means to insure fair handling of participant complaints and grievances. The procedure is as follows:

- Members and participants who have a problem or complaint should first discuss it with a staff member.
- If, after this discussion, the member or participant does not believe the problem or complaint has been satisfactorily resolved, he/she will have the right to discuss it with the Center Director. The Center Director is available in the office at the Thrive 55+ Center at 104 Ruth Drive, Ashland City, 37015 or may be contacted at 615-792-3629.
- If the grievance is not resolved by the staff member or Center Director, the participant shall submit in writing a complaint detailing the basis for the grievance. The complaint should be submitted to the Town of Ashland City Mayor's Office within 10 business days. The grievance should be submitted to Town of Ashland City, 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015.
- Should the City Mayor fail to resolve the grievance within 10 business days, the person may communicate the grievance in writing to the Town Council. The grievance should be submitted to Town of Ashland City Council Members, 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # AshlandSC-G	Edison ID	Contract # 2426-05	Amendment # 24-1	
Grantee Legal Entity Name Town of Ashland City - The Senior Center at Ashland City				
Grantee Entity Type Government				
Amendment Purpose & Effect(s) Increase maximum liability and update budget				
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2024		
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$4,000.00	
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$67,058.00			\$67,058.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL:	\$67,058.00	\$ 0.00	\$ 0.00	\$67,058.00

**AMENDMENT 24-1 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
TOWN OF ASHLAND CITY - THE SENIOR CENTER AT ASHLAND CITY
TO CONTRACT 2426-05**

This Amendment is by and between the Greater Nashville Regional Council, a Tennessee governmental entity (“Agency” or “GNRC”), and Town of Ashland City - The Senior Center at Ashland City (“Grantee”). Reference is made to Contract 2426-05 with an Effective Date of July 1, 2023 for the provision of senior center services and evidence-based programming (“Contract”). In order to more fully accomplish the objectives of the Contract, the parties enter into this Amendment.

Grantee Entity Type: Government
Grantee FEIN: 62-6000239

Section D.2 of the July 1, 2023 contract allows written amendments to the Contract.

The Contract is amended as follows:

1. Section C.1. is amended by deleting the original C.1. and substituting the revised C.1., below.

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Sixty-Seven Thousand, Fifty-Eight Dollars (\$67,058.00) (“Maximum Liability”) for FY 2024. The Grant Budget for FY 2024, attached and incorporated hereto as Attachment A, 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. Attachment A (Grant Budget) is amended by deleting the original Attachment A and substituting the revised Attachment A, attached and incorporated herein.

Required Approvals. The GNRC 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 the Contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, 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 July 1, 2023 (“Effective Date”). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

AGREED:

TOWN OF ASHLAND CITY - THE SENIOR CENTER AT ASHLAND CITY:

JT SMITH, MAYOR OF ASHLAND CITY

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

GRANT BUDGET				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$38,494.00	\$12,941.11	\$51,435.11
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$38,494.00	\$12,941.11	\$51,435.11

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

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

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services	\$38,494.00
TOTAL	\$38,494.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$28,747.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$9,747.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$38,494.00

GRANT BUDGET				
Evidence Based Programming				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 2,000.00	\$ 0.00	\$2,000.00
4, 15	Professional Fee, Grant & Award	\$ 11,000.00	\$ 0.00	\$11,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 9,000.00	\$ 0.00	\$9,000.00
11. 12	Travel, Conferences & Meetings	\$ 3,000.00	\$ 0.00	\$3,000.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$25,000.00	\$ 0.00	\$25,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:
Evidence Based Programming

PROFESSIONAL FEE, GRANT & AWARD	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Certified Program Instruction	\$11,000.00
TOTAL	\$11,000.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$25,000.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$25,000.00

GRANT BUDGET				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$3,564.00	\$3,564.00	\$7,128.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$3,564.00	\$3,564.00	\$7,128.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services - ARP

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services - ARP	\$3,564.00
TOTAL	\$3,564.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$3,564.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$3,564.00

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 003.01, 004.00, 004.01, AND 005.00 OF CHEATHAM COUNTY TAX MAP 055C, LOCATED AT SYCAMORE STREET

WHEREAS, said portion of property requested to be rezoned to C-1, Central Business, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 05, 2024, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcels included on Tax Map 055, Parcel 003.01 currently zoned R-3, Parcel 004.00 currently zoned R-4, Parcel 004.01 currently zoned R-4, and Parcel 005.00 currently zoned PO, located at Sycamore Street are to be rezoned to the C-1 (Commercial District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 05, 2024. This area to be zoned C-1 is marked with a red “X” and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended for approval by the Planning Commission at the regularly called meeting on February 05, 2024.

First Reading
Second Reading

ATTEST:

Mayor JT Smith

City Recorder Mary Molepske



AGREEMENT BETWEEN

Austin Peay State University, Geographic Information Systems Center

AND

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

This Agreement is made this 23 day of February, 2023, by and between Austin Peay State University, Geographic Information Systems (GIS) Center hereinafter referred to as the "Contractor" and Building & Codes Department, Town of Ashland City, Ashland City, TN hereinafter referred to as "Client".

WITNESSETH:

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

- A. The Contractor agrees to perform the following base-level services:
- Perform monthly or as-needed updates of zoning, upload to server, and maintain REST service of zoning for inclusion in iWorQ system.
 - Spatially tie zoning to an individual Ashland City parcel set based on our most current parcel data, upload to server, and maintain REST service of zoned parcels for inclusion in iWorQ system.
 - Maintain REST Service of the 911 Centerlines for inclusion in iWorQ system (Linda has already authorized sharing of the centerlines for this purpose.)
 - Provide GIS technical support on the client's behalf with software vendors, such as iWorQ
 - Provide support to clients for GIS technical issues and recommendations for leveraging GIS capabilities in current and future projects.
 - Assist clients with basic spatial analysis in support of planning and growth initiatives.
 - Develop digital maps on an as-needed basis.
 - Urgent projects with a delivery date within 2 weeks of the initial request may be subject to additional fees.
- B. The Client agrees to compensate the Contractor as follows:
1. Rate of compensation:
The Contractor shall be compensated for the base services described above in Section A at the sum of \$ 12,480.00.
- The Client shall pay \$12,480.00 for base services at the contract execution. In 4 quarterly installments of \$3,120.
- Services not listed in Section A of work will be charged at a rate of \$75/Hour.
2. Payments to the Contractor shall be made according to the schedule set out above. Payments shall be made only upon the submittal of invoices by the Contractor.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

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

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

2. The Client warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Client in connection with any work contemplated or performed relative to this Agreement.
3. The term of this contract shall be from 07/01/2024 to 07/31/2025.
4. This Agreement may be terminated by either party by giving written notice to the other, at least **90** days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
5. This Agreement may be modified only by a written amendment executed by all parties hereto.
6. Reports, maps, data, analysis, and other products shall remain the property of the Contractor. The database shall be maintained to ensure its long-term usefulness and accessibility to the Client. The Contractor reserves the right to use the data and its derivative for bona fide teaching and research purposes.
7. The Contractor shall not assign this Agreement or enter sub-contracts for any of the work described herein without obtaining the prior written approval of the Client, as appropriate.
8. This contract prohibits the hiring of illegal immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that the Client attest in writing that the Client will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“Attestation”), which is attached and hereby incorporated by this reference.

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

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

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

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

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

BY: _____

TITLE: _____ DATE: _____

BY: _____

TITLE: _____ DATE: _____

Austin Peay State University

BY: _____

TITLE: _____ DATE: _____

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 23/24 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriates \$29,000 for Thrive 55 to include TCAD Grant, Night Classes, and additional parking; \$158,487 for PW Streets to include parking lot at 233 TN Waltz PKWY; \$10,000 for Technology to include consultant services; \$12,793 for General Fund to cover Workers Comp increase, \$6,290 for General Fund to cover Property Insurance increase and \$4,445 for Water/Sewer Fund to cover Property Insurance increase; \$15,000 for Codes in personnel expenses.

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

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

General Fund

	<u>Beginning Budget</u>	<u>Ending Budget</u>
Codes	\$ 345,800	\$ 362,969
Court	\$ 328,975	\$ 329,005
Finance	\$ 1,230,800	\$ 1,231,800
Fire	\$ 4,328,405	\$ 4,331,107
Police	\$ 2,238,949	\$ 2,245,075
Streets	\$ 944,340	\$ 1,105,372
Technology	\$ 354,250	\$ 368,192
Thrive 55	\$ 792,350	\$ 821,919

Water/Sewer Fund

	<u>Beginning Budget</u>	<u>Ending Budget</u>
Water	\$ 6,361,382	\$ 6,361,434
Sewer	\$34,992,589	\$34,996,982

1st reading _____

Public Hearing _____

2nd reading _____

Attest:

Mayor JT Smith

City Recorder Mary Molepske

LASER SHOW/PRODUCTION CONTRACT

THIS AGREEMENT, made and entered into this 13th day of February 2024, by and between **Laser Encore, Inc.**, located at 14210 10th St. N. Stillwater MN 55082 and **Town of Ashland City** hereinafter referred to as **CLIENT**, located at 233 Tennessee Waltz Parkway Suite 103 Ashland, TN 37015.

IT IS MUTUALLY AGREED BETWEEN THE ABOVE SAID PARTIES AS FOLLOWS:

1. LASER SHOW/PRODUCTION:

- 1.1 *Location(s)*: The laser show will be held outdoors at Ashland, TN
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: June 7, 2024.
- 1.3 *Type of Show(s)*: 20-minute outdoor laser show with full-color laser graphics and aerial beam effects all choreographed to music.

2. LASER ENCORE'S OBLIGATIONS.

- 2.1 *Operations*: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.
- 2.2 *Safety*: Laser Encore is required to and shall comply with all Center for Devices and Radiological Health safety regulations, as well as all federal, state, local and municipal radiological health safety regulations controlling the operation of laser light shows. Laser Encore is also required to and shall comply with all Federal Aviation Administration regulations for all outdoor displays. Laser Encore shall not be held liable by CLIENT, its owners, officers, members, employees, affiliates, associations, or entities, in any way whatsoever, nor shall it sustain any loss of contracted costs as specified in this Contract, with regard to any directives, restrictions, and/or instructions imposed by said government agencies, or should client sustain losses because of governmental actions.

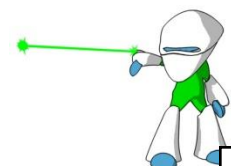
3. CLIENT'S OBLIGATIONS.

3.1 *Operations*: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:

- (a) Electricity; (8) 20 amp, 120v circuits or 20kW generator
- (b) Lift for laser screen
- (c) Hotel

3.2 *Set Up Time*: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.

3.3 *Safety*: CLIENT is responsible for providing security at all times, including set up and during the shows to ensure a clear and safe projection area.



Town of Ashland City, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

4.1 *Term:* The term of this AGREEMENT shall begin on the day of signing this AGREEMENT and shall run through the date of the final payment. If, before the date of any scheduled laser show/production, it is found that CLIENT has not fully performed its obligations under the terms of this AGREEMENT or that the financial credit of the CLIENT has been impaired in a material way, Laser Encore may cancel this AGREEMENT at any time and in either event, CLIENT shall be liable to Laser Encore for all damages incurred thereby, in addition to the compensation specified herein.

4.2 *Cost:* \$8,000.00*

*Cost includes all necessary laser equipment, labor, travel and production expenses.

*Cost does not include power, lift for screen, hotel or venue expenses which are the responsibility of the CLIENT (as specified herein in Section 3.1).

4.3 *Payment:* All payments shall be paid by CLIENT to and in the name of Laser Encore, Inc., in the form of a business check, cashier's check, money order or cash.

4.4 *Down Payment:* \$4,000.00 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than May 7, 2024.

4.5 *Balance:* \$4,000.00 shall be paid by CLIENT, to and received by Laser Encore not later than June 7, 2024.

4.6 *Late Payments:* In the event that payments are not received within the specified dates, then payment(s) shall bear an interest rate of eighteen percent (18%) per annum, compounded monthly, until such funds are paid.

4.7 *Cancellation Fee:* In the event CLIENT cancels said laser light show(s), Laser Encore shall be entitled to amounts specified in Paragraph 4, subdivision 4.4 (down payments), plus any and all incurred attorney/collection fees.

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

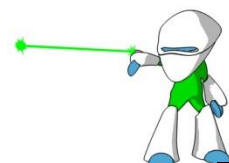
6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

7.0 SEVERABILITY.

7.1 If any part of this Agreement shall be determined to be void, voidable, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

8.0 JURISDICTION.

8.1 Any action arising from or relating to this Agreement (including enforcement of any provision of this Agreement) shall be venued in any applicable state or federal court in the State of Minnesota, and the parties hereby consent to the personal jurisdiction of said court. Any party seeking enforcement of the Agreement shall be entitled, if successful in enforcing the Agreement, to award of all costs, fees, and expenses, including attorney's fees incurred in enforcing the Agreement.



Town of Ashland City, CONTRACT (Cont'd.)

9.0 COUNTERPARTS.

9.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which when taken together shall constitute one and the same instrument.

10. SCANNED SIGNATURES.

10.1 Electronically scanned copies of signatures sufficient to fully execute this Agreement, including counterpart signatures, shall have the same force as an original signature.

11. COOPERATION.

Each party to this Agreement agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate this Agreement.

THIS AGREEMENT is the whole agreement of the parties above named. No representation, inducement, or agreement has been given by one to the other to enter into this AGREEMENT other than expressly set forth herein. This AGREEMENT shall not be altered, modified or amended except in writing by a duly authorized officer of each party.

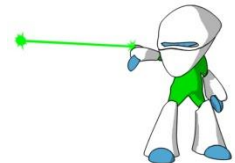
IN WITNESS WHEREOF, the parties hereunto set their names on the day and in the year first above written.

Town of Ashland City

By: _____
SIGNATURE AND TITLE

LASER ENCORE, INC.

By: _____
Robert Teorey, CEO



RESOLUTION 2023-17

A RESOLUTION AUTHORIZING A PAY ADJUSTMENT WHILE THE TOWN OF ASHLAND CITY SEARCHES FOR A CANDIDATE FOR THE CITY RECORDER POSITION

WHEREAS, the Mayor and Council realize the importance of and need for this position to perform a variety of administrative and professional duties; and,

WHEREAS, The Council has assigned the duties of the position to Gayle Bowman, Finance Director and Violet Black, HR specialist until the position is filled; and

WHEREAS, this pay adjustment should begin on April 03, 2023 for a six (6) month period and the Mayor and Council will revisit and extend if necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following expenditure:


Amended Adjustment per pay period
3% increase to equal \$62.40 for Violet Black
2% increase to equal \$61.14 for Gayle Bowman

Approved this 11th day of April, 2023.

Voting in Favor 6

Voting Against 0

Attest:



Mayor JT Smith



Violet Black, HR Specialist