

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda

September 3, 2024

5:00 PM

The purpose(s) of the meeting shall be for the Commission to receive, consider, discuss, deliberate, and debate the matters listed herein below and such other public business as may lawfully be undertaken provided that no formal votes are to occur and no matters or issues will be formally decided upon at this meeting.

- I. **Employee Introductions**
Engineering Technician Nate Hall & Heavy Equipment Operator Brian Fisher - PWD Tate
Police Officer John Pain & Police Cadet Jaycee Neel - PC Seymour
- II. **Beer Board Meeting**
Special Event Beer Permit for Jason Bowers, dba Clever Ale House, LLC for four (4) one (1) day events - September 21 Small Area Study Community Workshop 2 and Food Truck Fridays for October 4, October 18, & November 1

Special Event Beer Permit for Jason Bowers, dba Civil Provisions, for Oktoberfest on September 28, 2024, from 11 am to 4 pm, at Red Bank City Park
- III. **Public Hearing and Request to Rezone 5011 Dayton Blvd Ord No. 24-1264 (CDD Johnson)**
- IV. **Approve update to City Manager Granum's employment contract Res No. 24-1726 (DAF Perry)**
- V. **Approve Commission making budgeted adjustments to City Manager Granum's salary Res No. 24-1727 (DAF Perry)**
- VI. **Suicide Prevention Awareness Month Res No. 24-1732 (DAF Perry)**
- VII. **Update Bank Signatures Cards to include CFO Kris Pickel Res No. 24-1731 (DAF Perry)**
- VIII. **Approve Application for the Creative Aging Tennessee III Grant Res No. 24-1728 (PRM Grabe)**
- IX. **Approve Application for the Community Cultural Connections Grant Res No. 24-1729 (PRM Grabe)**
- X. **Authorize purchase of new Next Gen Server for an amount of \$16,257.91 utilizing ARPA funds and monthly fee of \$562.80 Res No. 24-1730 (CIO Seymour)**
- XI. **Citizen Comments on items on the Work Session Agenda**

5:45 Hard stop to allow citizen comments on items on this Work Session Agenda (CM Granum)
- XII. **Any other business to discuss**
- XIII. **Adjournment**

CITY OF RED BANK
EMPLOYMENT AGREEMENT
WITH MARTIN GRANUM AS CITY MANAGER

This Agreement, made and entered in to this 8th day of September 2021, as Amended the ____ day of _____, 2024, by and between the City of Red Bank, Tennessee a municipal corporation, (hereinafter called “Employer” or “City”) and Martin Granum, (herein after called “Employee”) an individual who has the education, training, and experience in city management to accept the position of City Manager for the City of Red Bank and who acknowledges himself to be familiar with and subject to the ICMA Code of Ethics:

ARTICLE I

Section 1.01: Term (Revisions)

City hereby employs Employee as City Manager, and Employee accepts such employment under the terms, conditions, and provisions stated hereafter, with both parties acknowledging that Employee serves at the pleasure and discretion of the City Commissioners for the City as an employee-at-will. As such, Employee can resign his employment with or without cause. City has the right to terminate the employment of Employee with or without cause.

With this understanding, this Agreement will remain in full force and effect from October 11, 2021 when Granum will be present at City Hall and available, and this Agreement shall continue until terminated by the Employer or Employee as provided herein. In the event Granum desires to resign from employment, he shall provide not less than fourteen (14) days written notice to the then Mayor and then Vice Mayor of City.

Section 1.02: Duties and Authority (No Revisions)

A. City agrees to employ Granum as City Manager to perform the functions and duties specified in the Charter, Ordinances and policies of the City of Red Bank, and the applicable statutes of the State of Tennessee and to perform other legally permissible and duties and functions as assigned by City. Neither Employer nor any individual or combination of commissioners shall interfere with Employee’s performance of such duties.

B. Employee shall be the City Manager of the City and faithfully perform Employee’s lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended or enacted from time to time.

C. Except as may be provided otherwise or constrained by applicable law, regulation, or Employer’s agreement with any other person(s), Employee shall have supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms

and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, and any other appropriate Federal and/or State laws related to employment.

D. Employee shall personally attend all meetings of the City Commission except meetings devoted to the subject of the Employer's evaluation of Employee.

E. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by the City Commission, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments (No Revisions)

City expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics and Ethics Rules of the International City/County Management Association (ICMA) and any other governing ethics rules, ordinances or statutes. Accordingly, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation (Revisions – subparagraphs B and C only)

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Ten Thousand Dollars (\$110,000.00), payable in installments at the same time that the other employees of the Employer are paid.

B. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of Employee, but in no event shall Employee be paid less than the salary set forth in Section 2.01 A. of the Agreement, except by mutual written Agreement between Employee and Employer or as otherwise provided herein. From and after August 1, 2024, in the event the other employees of the City of Red Bank are provided with an across-the-board cost of living adjustment to their salary or rate of pay, Employee (Granum) shall receive the same cost of living adjustment to his base salary at the time of the cost of living adjustment. In the event of a cost of living adjustment, this Employment Agreement shall be deemed amended to reflect an increase in Employee's annual base salary, without the necessity of the Employer, and Employee preparing and executing an Amendment of this Employment Agreement.

C. In addition to any cost of living adjustment for Employee as provided in B. above, in the event Employer, by a majority vote of the City Commission approves any other increase in the annual base salary of Employee, this Employment Agreement shall be deemed amended to reflect the increase in Employee's annual base salary without the necessity of the Employer and Employee preparing and executing an Amendment of this Employment Agreement. In the event the City Commission approves an increase in the annual base salary of Employee, the City Commission shall prepare, pass, and enter a Resolution of the City Commission which states the amount of any increase in the annual base salary and the effective date of the increase. In addition, if Employee has received an increase in the annual base salary because of a cost of living adjustment, Employee shall prepare and present to the City Commission at the next City Commission meeting following the cost of living adjustment a report which states the amount of any increase in the annual base salary, the effective date of the increase, and the new annual base salary.

Section 2.02: Health, Disability, and Life Insurance (No Revisions)

A. The Employer agrees to provide and to pay for health, hospitalization, and comprehensive medical insurance on the same basis as that provided for and to all other employees of City. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer agrees to reimburse the Employee for the costs of COBRA insurance of and with respect to Employees former/current employer for the same, during the initial waiting period.

B. City agrees to provide any other benefits of employment to Granum on the same and equal basis as that provided to other employees of City.

C. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees of the City as provided by the City's policies, charter, ordinances, or personnel rules and regulations or other practices.

Section 2.03: Vacation, Sick, and Military Leave (Revisions)

Upon commencing employment, the Employee shall be credited with eighty (80) accrued sick leave hours and one hundred sixty (160) accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at the same rate provided or available to any other employee of City and under the same rules and provisions applicable to other employees. Provided further that Employee shall accrue vacation as though Employee has twenty (20) or more years of service with City.

Provided, however, that except for emergency or pre-approved circumstances, Employee will not take vacation leave more than ten (10) consecutive work days during any given month, unless additional frequency shall be permitted by the City Commission upon specific request to the City Commission.

Upon the termination of this Agreement, under certain circumstances as mentioned in this Agreement, Employee shall be entitled to compensation for all accrued but unused vacation leave, including the one hundred sixty (160) hours of vacation leave vested as of the time of the entry of this Agreement. Upon the termination of this Agreement, under certain circumstances, Employee shall be entitled to compensation for all accrued but unused vacation leave excepting the one hundred sixty (160) hours of vacation leave vested as of the time of entry of this Agreement, which shall specifically be subtracted from the calculation. Upon termination of this Agreement, regardless of the circumstances, Employee shall not be required to repay any of the one hundred sixty (160) hours of vacation leave vested as of the time of the entry of this Agreement, even if he has less than one hundred sixty (160) hours of unused vacation leave when the termination occurs.

Section 2.04: Automobile Allowance (No Revisions)

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7,200 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle. In addition, the Employer shall reimburse the Employee at the IRS standard mileage rate for any properly documented and submitted business use of the vehicle beyond the fifty (50) mile radius of the City limits.

Section 2.05: Retirement (No Revisions)

The Employer shall immediately, or at the first permissible opportunity, facilitate and assist in the enrollment of the Employee into the applicable Tennessee Consolidated Retirement System (TCRS), or alternative as allowed by State Statute, and to make all the appropriate Employer contributions on the Employee's behalf commensurate with and on the same basis as provided for all other City employees.

Section 2.06: Professional Development and General Business Expenses (Revisions – Subparagraph B only)

A. Employee shall engage and participate in not less than twelve (12) hours of seminars, continuing education and professional development training on an annual basis with emphasis on legal and technical aspects of the planning, operations and current developments in City government and reasonably addressing economic development, planning, zoning, police and law enforcement issues together with personnel management topics. The City encourages such activities in excess of the required minimum.

B. Employer agrees to budget and pay for seminar and continuing education expenses and professional dues, including and subscriptions of the Employee necessary for continuation and reasonable participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and

advancement, and for the good of the Employer, subject to a maximum of \$2,500 per annum unless additional amount(s) may be periodically budgeted and approved by the City in its sole discretion. Employee shall be eligible for any tuition reimbursement program which is available to other employees of the City under the same terms and conditions as other employees of the City.

C. Employer agrees to budget and pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer and to reasonably budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are reasonably necessary for the Employee's professional development and for the good of the Employer; Reasonable being in all circumstances a determination being reserved to the City Commission and subject in any event to the maximum amount of \$2,500, annually hereinabove referenced unless otherwise budgeted and approved by City.

D. Employer shall not require Employee to use vacation leave when participating in professional development activities.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations; reasonable being in all circumstances a determination being reserved to the City Commission.

F. Employer shall provide for business use, a laptop computer, software, mobile phone, and/or tablet computer required for the Employee to perform his duties and to maintain communication with Employer's staff and officials, as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.

Section 2.07: Moving and Relocation Expenses (DELETED IN ITS ENTIRETY)

ARTICLE III: GENERAL WORK CONDITIONS (No Revisions)

Section 3.01: Performance Evaluation

A. The City Commission shall not less frequently than annually review the performance of the Employee in September of each year subject to a process, form, criteria, and format for the evaluation, which shall be determined by the City with input from Employee. Commencing after the first six (6) months of employment, upon not less than thirty (30) days NOTICE to Employee, the City Commission may initiate such interim evaluation processes as the Commission may determine.

B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:

a. conduct a formulary session where both meet first to discuss goals, including specific tasks, issues and there ongoing or anticipated projects or issues and objectives of both the past twelve (12) month performance period, as well as the upcoming twelve (12) months,

b. following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,

c. next meet and discuss the written evaluation of these goals and objectives, and

C. Present a written summary of the evaluation results to the Employee.

D. Employee understands that state law disallows the evaluation of the Employee to be conducted in executive or closed sessions of the City Commission and cannot be considered confidential.

E. In the event the City deems the evaluation instrument, format, and/or procedure is to be modified by the requirement or evaluation of new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated and/or additional evaluation conferences may be scheduled and held, thereby supplementing the annual process herein provided.

Section 3.02: Hours of Work (No Revisions)

Employee's employment shall be "full time", and Employee is expected to be present and in the office and or engaged on behalf of City for an expected minimum of 40 hours per week, 52 weeks per year basis, subject to vacation, personal leave, holidays, etc., and other policies as are applicable to all other employees of the City, provided however that, it is recognized that the Employee shall also necessarily be available for City or City related emergencies, extraordinary and/or non-routine and outside of normal business hours events and/or occurrences and may necessarily devote significant time outside normal office hours on business for the Employer, and to that end Employer intends that reasonable (as shall be determined by the Commission) time off and away from the office or official duties should be permitted and expected to Employee, so long as the time off does not interfere with the normal conduct of the office of the City Manager or the operation of the City. Recognition is given to the currently existing COVID 19 pandemic and both parties recognize that certain potential or mandated work-from-home protocols may be necessitated, the implementation of which shall not in any event lessen Employee's job performance or alter requirements hereunder.

Section 3.03: Outside Activities (No Revisions)

The employment provided for by this Agreement shall be the Employee's primary employment. The Employee may not elect to accept other business opportunities or part time employment except with and upon express written permission of the City Commission and providing that any such

business opportunity of part time employment shall neither reasonably constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation (Deleted in its Entirety)

Section 4.02: Termination (Revisions to subparagraphs A, a, c, and d, and a new subparagraph e added)

A. For the purpose of this Agreement, termination shall occur when:

a. The majority of the City Commission votes to terminate the employee at a properly noticed and duly authorized public meeting with or without cause.

b. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall, at the option of Employee, constitute a constructive termination, but only if employee so advises by written notice within sixty (60) days of such action taking place.

c. The Employee resigns within thirty (30) days following an offer to accept resignation, whether formal or informal, by the Employer as represented by the majority of the City Commission, asking that the Employee resign. For purposes of the later Severance provisions herein this termination shall be deemed a termination without cause.

d. Upon the death of Employee during the term of this Agreement. In such event Employer shall pay to the Employee's Estate any accrued salary and accrued but unused vacation leave excepting the one hundred sixty (160) hours of vacation leave vested as of the time of the commencement of this Contract which shall specifically be subtracted from the calculation. Employee's spouse and dependents, if any, shall be entitled to continued health insurance coverage on the same basis as other employees of City in the event of the death of an employee pursuant to City policy.

e. Employee becomes physically or mentally disabled and he is unable to perform his duties as City Manager on a full-time basis for a period of sixty (60) days within any six (6) month interval during the term of this Agreement. The determination of whether Employee has been unable to perform his duties due to physical or mental illness or he will be unable to perform his duties for a period of sixty (60) days within any six (6) month interval due to a physical or mental illness shall be made by either 1) employer's disability insurance carrier, if any; or 2) by the concurring opinions of two (2) licensed physicians with one selected by Employer and the other by Employee. Employer shall exercise good faith in protecting the Employee's right to benefits under any disability insurance policy, if any. Upon termination of the Agreement by reason of disability, Employee shall be entitled to his accrued salary through the date of termination, with Employer to receive a credit for any disability insurance policy

benefits paid to Employee. Employee shall also be entitled to his accrued but unused vacation leave, excepting the one hundred sixty (160) hours of vacation leave vested as of the time of the commencement of this Contract, which shall specifically be subtracted from the calculation. Employee shall be entitled to continued health insurance coverage, if available, on the same basis and for the same length of time as other employees of the City who have left employment with the City on the basis of a disability under the policy of the City.

Nothing in this paragraph usurps any rights Employee may have under the Americans With Disabilities Act or related law, and nothing diminishes any obligation that Employer may have to provide reasonable accommodations accordingly.

Section 4.03: Severance (Revisions)

A. If the Employee is terminated without cause during the initial twelve (12) months of this Agreement, with the effective date of this Agreement being October 11, 2021, the Employer shall provide a minimum severance payment equal to Employee's base salary for the number of months remaining in the initial twelve (12) month term or six (6) months, whichever amount is greater. Thereafter, following the initial twelve (12) month period of employment, in the event Employer terminates the employment of Employee without cause, Employer shall provide a minimum severance payment equal to six (6) months of base salary paid monthly in a continuation of salary on the existing basis. Subject to a maximum severance payment equal to twelve (12) months of base salary, in addition, following the initial twelve (12) month period of employment, Employee shall accrue additional severance at the rate of one (1) week of continued salary for each three (3) months of continued employment. Regardless of Employee's length of employment, Employer shall not be required to pay nor shall Employee receive a severance payment greater than twelve (12) months of base salary. In the event Employee is terminated without cause, in addition to Employee receiving some measure of salary as severance as previously provided herein not to exceed twelve (12) months of base salary, Employee shall also be entitled to health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) at election of Employee, at the expense of Employer for three (3) months following the date of termination, after which time Employee will be offered continued access to health insurance pursuant to Consolidated Omnibus Budget Reconciliation Act (COBRA), at Employee's own expense for the time period allowed by City policy and applicable law. In addition, in the event Employee is terminated without cause, Employee shall be entitled to compensation for all accrued but unused vacation leave, including the one hundred sixty (160) hours of vacation leave vested as of the time of the entry of this Agreement.

B. In the event Employee is terminated for cause, Employee shall not be entitled to a severance payment, being a continuation of a measure of his salary beyond the date of termination. Employee shall not be entitled to continued health insurance coverage beyond his date of termination. Employee shall be compensated for all accrued, but unused vacation leave, excepting the one hundred sixty (160) hours of vacation leave vested as of the time of entry of this Contract, which shall specifically be subtracted from the calculation.

A termination for cause of Employee by Employer shall include but shall not be limited to any of the following:

- a. Employee's use or abuse of alcohol or any other drug or narcotic which interferes with the performance of his duties or obligations hereunder;
 - b. Employee's conviction for any felony as proscribed by state or federal law;
 - c. Employee's conviction of any crime of moral turpitude as defined by the laws of Tennessee, whether said crime is a violation of federal or any state law;
 - d. Conduct of Employee that brings public disrespect, contempt or ridicule upon the City of Red Bank, Tennessee;
 - e. A violation or breach by Employee of any of the duties, obligations and responsibilities under this Agreement and specifically as stated in Section 1.02 and 1.03. In the event the violation or breach involves a circumstance other than as described in subparagraphs a., b., c., d., and f., the violation or breach must be a material violation or breach of the duties, obligations, and responsibilities under this Agreement and Employee must have been provided written notice of the material violation or breach and been given a reasonable opportunity to cure the violation or breach not to exceed thirty (30) days.
 - f. Conduct of the Employee that constitutes or involves financial fraud or tax avoidance.
- C. In the event Employee submits a Resignation from employment, except under the circumstances described in Section 4.02: Termination A. c., Employee shall not be entitled to a severance payment, being a continuation of a measure of his salary beyond the date of termination. Employee shall not be entitled to continued health insurance coverage beyond his date of termination. Employee shall be compensated for all accrued, but unused vacation leave, excepting the one hundred sixty (160) hours of vacation leave vested as of the time of entry of this Contract, which shall specifically be subtracted from the calculation.
- D. In the event Employee is entitled to a continuation of a measure of his salary as severance, beyond the date of termination, for the period of time provided herein, in the event Employee obtains employment as a City Manager, Employer shall continue to pay the severance salary and the benefits as provided above, with the severance salary each pay period reduced by the gross salary or income Employee receives the result of his new employment as a City Manager. Employer shall continue to pay or provide the health insurance coverage as described above, unless Employee is receiving equivalent health insurance coverage through his new employment as a City Manager.

ARTICLE V: GENERAL COVENANTS (Not Revised)

Section 5.01: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.02: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's charter, local ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the City.

Section 5.03: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this Agreement.

B. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

C. **Effective Date.** This Agreement becomes effective on 10/11/2021 and will continue until terminated as provided herein, provided however that no salary or other benefits shall be payable or shall occur until Employee is present in the City and actively assumes the position of City Manager.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement will take precedence over contrary provisions of

Employer's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

Section 5.04: Notices

All notices and requests pursuant to this Agreement shall be sent as follows:

City: Mayor
City of Red Bank, Tennessee
3105 Dayton Boulevard
Chattanooga, TN 37415

City: Vice Mayor
City of Red Bank, Tennessee
3105 Dayton Boulevard
Chattanooga, TN 37415

Employee: Martin Granum

Email: _____

Notice shall be deemed given as of the date of personal service, via overnight courier, certified mail or as the date of deposit of such written notice in the course of transmission with the United States Postal Service.

THIS AGREEMENT has been executed as of the date(s) set forth hereinafter.

CITY OF RED BANK, TENNESSEE

BY: _____
Hollie Berry, Mayor

Date: _____

BY: _____
Stefanie Dalton, Vice Mayor

Date: _____

MARTIN GRANUM

APPROVED by Resolution #21-1434, dated September 7, 2021

APPROVED by Resolution #_____, dated _____, 2024

Z:\t\agr24\redbank.granum.employment agreement with amendments incorporated.7.24.24

The Creative Aging Tennessee III Grant for Fiscal Year 2025 provides one-time non-matching funds for nonprofit arts, senior service or community organizations, and governmental entities to support sequential arts learning for seniors aged 60+ in rural and/or culturally specific communities with the aim of improving arts skills and knowledge, well-being, and social connectedness. All teaching artists involved in the project must go through training.

Description

Building on the successes of Creative Aging Tennessee I and II initiatives, the Tennessee Arts Commission continues to expand arts learning opportunities for older adults through its latest initiative, **Creating Aging Tennessee III**. This initiative will connect vital resources to under-resourced communities to provide arts programming to older adults.

Specifically, this initiative will focus on the following goals:

- Strategically and intentionally providing resources to expand arts programming targeted to older adults in **rural** and **culturally specific communities** (i.e., Native American, African American, Kurdish, and other diverse communities). A part of this expansion is to provide opportunities for artists from these communities to be trained in sequential arts learning and to become a part of the Creative Aging Teaching Artist roster housed on the Tennessee Arts Commission's website.
- Increase education of all teaching artists to work with older adults with different physical and cognitive disabilities.
- Expand communications and marketing about the arts programs offered, and partner with networks or state-wide affiliated groups including libraries, senior centers, community centers, and places of worship to make programs more accessible.
- Increase access to and participation in sequential arts learning for older adults resulting in improved arts skills and knowledge, well-being, and social connectedness.
- Fund grants in Creative Aging for older adult arts programming specifically targeting rural and culturally diverse communities.

The Case for Creative Aging Tennessee III

Mirroring U.S. trends, Tennessee (TN) is undergoing a major demographic shift, as older adults become a larger portion of the population and the older adult population is becoming more racially and ethnically diverse. "Between 2021 and 2031, the number of older Tennesseans age 60+ is projected to grow from 1.66 million to 1.93 million. Programs and services will be essential to address the needs of this large and rapidly growing population" according to the *TN Commission on Aging and Disability's Tennessee State Plan 2021–2025*.

Participation in the arts can enhance and transform the lives of older adults to reduce social isolation and loneliness. Research shows that through the arts older adults are redefining stereotypical attitudes and perceptions about aging and increasing engagement in activities that will have a lifelong impact on their learning, engagement, and connectivity in their communities. For more information about previous work in creative aging by the Tennessee Arts Commission, visit our website at tnartscommission.org.

Through the generous support of E. A. Michelson Philanthropy and the National Assembly of State Arts Agencies (NASAA) through its *States Leading Creative Aging* project, the Tennessee Arts Commission is offering **Creative Aging Tennessee III** as an opportunity to reach under-resourced rural and culturally specific communities to increase artist capacity in working with older adults; and to provide a one-time funding opportunity for nonprofits and governmental entities to apply for funding in this area.

Expected Outcomes

There are many types of programs that can be created to achieve the desired outcomes for this initiative. However, for this initiative, programs will align with a learning approach rather than a health intervention model and should aspire to achieve the following outcomes:

- Respect the high capabilities of older adults by challenging them to develop artistic skills;
- Offer sequential arts instruction in a sustained and organized fashion (i.e., classes must run between 4-12 consecutive weeks);
- Deepen social engagement;
- Employ teaching artists trained to understand the effects of aging and their significance for the design and delivery of arts programs for older adults.*

**To help meet this outcome, the Tennessee Arts Commission has contracted with Lifetime Arts, a national organization that trains artists to work with older adults, to provide virtual training in the effectiveness of sequential learning and other tools of working with older adults and how to work with physical and cognitive disabilities in adults who participate in arts programs. At the conclusion of each training, artists will be invited to become part of the Tennessee Arts Commission Creative Aging Teaching Roster. For more information about the Creative Aging Teaching Roster, visit the Tennessee Arts Commission's [website](http://tnartscommission.org).*

Eligibility Requirements

Eligible organizations include local and regional government entities and nonprofit organizations legally chartered in Tennessee. Failure to provide all nonprofit status documentation will result in the application being disqualified.

Libraries, places of worship, arts and non-arts organization, senior centers and community centers with a nonprofit status are encouraged to apply.

Applicants may request up to \$5,000 for projects and this grant does not require a match.

For this grant opportunity, older adults are defined as individuals sixty (60) years old and above in age.

Unique Entity ID (UEI): All applicants are required to have a Unique Entity ID. [UEI information and application instructions can be found here.](#)

For fiscal year 2025, funded projects must take place between **July 1, 2024** and **June 1, 2025** under a grant contract with the State of Tennessee, TN Arts Commission.

Any organization receiving operational support (MCI, PS, SUPS, or SRPS) through the Tennessee Arts Commission is **not** eligible to apply as the lead applicant but **can** be a provider of arts programming in rural or culturally specific communities.

Schools, colleges and universities are ineligible to serve as lead applicants, although they would be welcomed as partners.

Only one application per project will be accepted and partners cannot apply for the same project. All Creative Aging grants will be awarded and disbursed to lead applicants only.

Arts organizations that receive revenue directly from a “New Specialty Earmarked Plate” under T.C.A 55-4-301 (a)(1) are ineligible for Commission grant funding.

Additional eligibility requirements and funding restrictions may apply. Please see [Legal Requirements](#) for further details.

Debarment and Suspension. Grantees are required to sign contracts certifying to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

Other Important eligibility considerations:

- **The applying nonprofit must choose an artist who has completed Lifetime Arts’ Foundations training. If the nonprofit wants an artist to do their arts programming and has not completed this training, the TN Arts Commission will be providing this training free of charge during late August 2024. To get the artist included in this training contact Kim Johnson, Director of Arts Access, at kim.johnson@tn.gov or 615-613-3822. This will be the only Lifetime Arts training for FY25 for any programming conducted between July 1, 2024 – June 1, 2025.**

- The nonprofit can choose the artists they would like to do their arts programming, but the artist must go through training and a signed contract between the artists and nonprofit must exist and be uploaded into the documents section of the application.
- Trained artists can teach classes in their culturally specific art form (i.e., the art form they know) to older adults in their community and/or to the public (i.e., outside their community). However, we hope that the trained artists will provide classes in their local community first.
- We want these programs to occur in geographic locations close to where people live (i.e., we want the artists to be local people) and for the arts programming to be easily accessible to older adults in the surrounding community.
- Public libraries, community centers, senior centers, and places of worship, if they have their nonprofit 501c3 status and can meet other eligibility guidelines, are encouraged to apply. These locations are also encouraged to be spaces where the arts programming can occur.
- In some cases, the artists may want to take the lead and recruit a nonprofit to be the applicant for their services. This is acceptable but the nonprofit must be the applicant organization for grants funding.
- The CATIII application is open to governmental entities and arts/non-arts nonprofits. Universities, colleges, and any organization receiving operational support (MCI, PS, SUPS, or SRPS) through the Tennessee Arts Commission is not eligible to apply as the lead applicant but can be a provider of arts programming in rural or culturally specific communities.
- The following art forms are acceptable including visual arts, craft, media, design, music, theater, dance, folk and ethnic, or literary arts. Additional examples of acceptable art forms include jewelry making, quilting, storytelling, etc.
- Rural counties will be defined as those that are in alignment with Governor Lee's Executive Order #1, which requires all state executive departments to provide recommendations to better serve rural counties. A list of rural counties can be found here – <https://tnartscommission.org/grants/rural-arts-project-support/>
- Culturally specific communities or artists are defined as populations representing Black/African American, Hispanic/Latino, Asian, American Indian/Alaskan Native, Native Hawaiian/Pacific Islander or other groups that constitute less than the state's current majority population.

Funding Guidelines

Funding will be distributed on a **first-come, first-serve basis** until funds are expended and paid on a **reimbursement basis** for submitted applications that are complete. Applications will be accepted on a continual basis until funds are depleted and/or **until April 1, 2025**.

Individual projects may request up to \$5,000 expenses in four (4) line-item categories for salaries, professional (contractual) fees for artists, consumable supplies/materials, and travel. Salaries includes staff coordination time for the program by the applying organization. Professional (contractual) fees include planning time, teaching of the art classes, and travel fees incurred by the artist. Consumable supplies include supplies/materials for participants and estimated costs for marketing that includes costs of printing and mailing of brochures, fliers, posters, etc. Travel includes travel fees incurred by staff of the grantee organization such as for

their own mileage or transportation or if the organization pays for travel fees of a contracted artist directly (e.g., organization pays artist's hotel fee directly). For definitions of expenses, visit <https://tnartscommission.org/art-grants/manage-your-grant/tips-hints/>. Travel reimbursements must adhere to state rates (hotels, mileage, etc.) that can be found at <https://www.tn.gov/finance/rd-doa/fa-travel/fa-travel-regulations.html>

The teaching artist and grantee organization must have a contract that states the fees reimbursable to the artist for provided sequential classes. A copy of this contract will be required in the Documents section of the grantee application. The Tennessee Arts Commission is not responsible for the execution of this contract.

Grant Timeline

For FY25, funded projects must take place between **July 1, 2024 and June 1, 2025**. Since this is a Rolling Grant opportunity, applications will be accepted and reviewed on a continual basis until funds are depleted and/or **until April 1, 2025** in alignment with sequential learning practices. **All projects must be completed and the grant closed by June 1, 2025.**

Projects for FY25 can be new projects or continuing projects that were awarded funding in FY24. If a project was awarded funding in FY24 and wants to continue funding in FY25, applicants must re-apply. Eligible FY25 projects may occur between July 1, 2024 – June 1, 2025.

Matching, Payment, and Close-Out Requirements

This grant does not require a match. Rolling Grants are paid on a reimbursement basis only. No advance payments will be made. Grantees must submit all required reporting in the Tennessee Arts Commission online grants system no later than 30 days after the ending date of the program/activity or by June 1, 2025, whichever comes first. Failure to do so may jeopardize future funding.

Review Process

A complete application is one that creates a narrative case for the grant, puts forth a reasonable budget, and demonstrates the ability of proposed program to align with the project's outcomes and the availability of funds.

The application should demonstrate a strong plan to serve underserved rural and/or culturally specific populations and demonstrate how the project will add value to the people and/or communities it proposes to serve. The application should also be well-planned and presented with all questions answered. If Commission funding has been previously awarded, the applicant should have a past record of administrative cooperation and compliance with the Commission's grant requirements and procedures. Creative Aging Tennessee III applications will be reviewed in-house by Commission members and staff. Funding notification will take place via email.

The Tennessee Arts Commission reserves the right to deny any application, if the proposed activity is outside of the scope or spirit of the agency's mission, purpose, or this grant program.

Evaluation Criteria and Project Examples

Key requirements for successful applicants include the ability to demonstrate a project that addresses an older adult need and/or opportunity; has an effective project design; has the potential for sustainability; uses the arts to connect older adults with the communities in which they live; and the organization has people (staff or volunteers) to implement and coordinate the project.

Examples of ineligible projects include: expansion of currently funded TN Arts Commission projects that serve older adults; projects that don't specifically provide arts programming in or for rural and culturally specific older adults; health or wellness related programs; for-profit organizations; start-up funding to establish nonprofit status; meal or food expenses; capital expenses/equipment; fees for out-of-state artists and performances; travel, hotel, conference, or other related expenses; and other examples as determined by TN Arts Commission staff.

These examples are illustrations and are not intended to represent all of the potential programs that could be developed and conducted for older adults especially in rural and/or culturally specific communities. Potential program classes could include:

Creative Writing

Traditional dance or music teaching

Craft/hobbies (jewelry making, wood carving, quilt making)

Theater opportunities

Story telling

Visual Arts (painting, sculpting, etc.)

Allowable & Unallowable Expenses for this Grant

Allowable expenses include, but are not limited to:

- honoraria for speakers, project advisors or panelists
- artist fees for the delivery of creative aging teaching/learning programs (artist fee includes travel)
- supplies/materials (includes consumable supplies for participants and estimated costs for marketing that includes costs of printing and mailing of brochures, fliers, posters, etc.) used in the delivery of creative aging teaching/learning programs
- salary for staff directly involved in creative aging program development, coordination, or implementation
- in-state travel/transportation to creative aging activity sites or trainings (use "travel" expense line)
- space rental for art classes (use "supplies" expense line)

Unallowable activities and expenses include:

- stand-alone performances, exhibits or activities that are not part of a sustained arts learning program (i.e., no one-time arts class or event; classes must run 4-12 consecutive weeks)

- services designed primarily as health interventions (using art for therapeutic purposes to treat cognitive or physical diagnoses).
- food , catering or hospitality services
- tuition or activities for which academic credit is given
- programs or services for children, unless intergenerational programming with older adults is the focus of the program
- administrative expenditures, rent or overhead unrelated to the management of the project
- deficits incurred from past activities
- expenses incurred before the start or after the ending date of the grant period
- technology costs related to online program design or delivery, including video conferencing platforms, web programming, site design, etc.
- other unallowable expenses as determined by Tennessee Arts Commission

Deadline and How to Apply

Application must be received 30 days prior to the start date of the program or before. For FY25, applications for this grant will open June 17, 2024. Grant guidelines will be available on the TN Arts Commission’s website under the name, Creative Aging Tennessee III. To access the application, organizations, who have not previously done so, must register in the online grants system before filling out an application. Only one (1) application is allowed per organization and/or project.

Projects may begin no earlier than July 1, 2024 or 30 days after the submission date of the application. All projects must close their grant and submit evaluations data no later than June 1, 2025.

How to Apply:

1. [Register](#) to use the [Online Grants System](#). You are strongly advised to register well in advance to the application deadline. Anyone registering close to the deadline date can expect delays in the processing of their grant application.
2. Once you’ve been emailed a username and password, log in to the [Online Grants System](#) to complete your profile and begin an application.
3. Use the “People” link to ensure your profile is complete and accurate. This information will also be used in the review of the application. To open the record for editing, click the edit button at the top of the screen.
4. When the “People” profile is complete and accurate, select the “Apply for Grants” link under INFORMATION in the grey menu on the left.
5. Scroll down the page until you see “Apply for a Rolling Grant” in a green box. Select the green box.
6. Fill out the basic information, including “**Creative Aging TN III**” for Grant Category. Press the Save button. Your application will now be found in “Draft Applications link under APPLICATIONS in the grey menu on the left.
7. Open the application by selecting it. Select the EDIT button on the top of the form. Complete all of the application fields. Save frequently.
8. Create and upload required attachments.

9. **NOTE:** The forms in this portal do not auto-save. Always click the “Save” button before navigating away from the form you are editing to save your work.

Beware that clicking the back navigation button on your web browser will exit you from the system and you will lose your work.

Required Documents in the Application:

You will be prompted to create and upload the following documents in the **Required Documents** section of your application in the Online Grants System:

- **Corporation Annual Report: Only nonprofit organizations with 501(c)3 status will be prompted to upload this document** (as required to be filed annually with the Secretary of State’s Office). In lieu of the report, you may also submit a copy of the email verification issued by the Secretary of State’s office or a copy of the online verification sheet maintained by the Secretary of State’s Office [found here](#). Entities of government do NOT submit.
- **List of Board of Directors.** Only nonprofit organizations with 501(c)3 status will be prompted to upload this document. Note that Commission staff may request that grantees provide additional information about the board including but not limited to contact information and occupation during the grant period. The board list (at the time of application) must include only the following:
 - Full Name
 - Email address
 - Number of years on the board
 - Length of term(s)
- **One pager** with the artists’ name, contact information (email, phone, and mailing address), art form (i.e., type of art), and bio.
- **Curriculum or Lesson plans** which outline the sequential learning series (include arts program/project topic; brief description of the arts learning series, program, or classes; how long the classes will last; the teaching artist being used; and how many older adults can participate in the classes). A draft is acceptable for the application.
- **Signed or draft copy of the contract** between the teaching artist and applying organization.

Required Documents in the Organization Profile:

You will be required to upload these documents in the system, but these **Optional Documents** may be required based on your organizational status.

- **Bylaws:** Only nonprofit organizations with 501(c)3 status will be prompted to upload this document. Upload the most recent copy of the Bylaws of the organization in the Organization Profile. If you have filled out your organization profile, copies of your By-Laws should automatically upload in the application under “Organization Documents.”

- **W-9 Form** (if this application is the organization's first application submittal) – [new W9 Form](#)
- **FY25 Title VI training information**

Organizations that receive grant funding from the Tennessee Arts Commission must complete Title VI training certification in the Online Grants System on or after July 1, 2024 and before payment will be distributed. If your agency has already completed the training in the TN Arts Commission's online grant system for the FY25 fiscal year, it is not necessary to repeat the training. Failure to complete this training may result in the cancellation of your grant. For more information on the FY25 Title VI training requirements, visit the TN Arts Commission's [Title VI information page here](#).

Additional requirements needed if awarded a grant

This initiative requires that each grantee will participate in the evaluations process which will involve an assessment done by an independent evaluator and agreement to photograph and videotape segments of the funded program. Participants in the classes will be offered a photo/video consent form to allow for their images to be used.

Affirmative Duty to Report Major Organizational Change

Any grantee shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract resulting from this application.

Accessibility

All TN Arts Commission sponsored programs, services, and facilities are fully accessible to all Tennessee artists and citizens. Organizations are urged to consider contracting with diverse artists, artists living with disabilities, and/or artists representing Tennessee's diverse artistic and cultural heritage. No person on the basis of race, color, national origin, disability, age, religion, or sex shall be excluded from participation in, or be denied benefits of, or otherwise be subject to discrimination of services, programs and employment provided by the TN Arts Commission and its contracting agencies. If an individual believes he or she has been subjected to discrimination, he/she should contact the TN Arts Commission's Director of Arts Access, Kim Johnson, at 615-532-9797 or kim.johnson@tn.gov.

Questions or more information

Contact the Tennessee Arts Commission's Director of Arts Access, [Kim Johnson](#), at 615-532-9797 or kim.johnson@tn.gov.

This activity is made possible by a grant provided by the National Assembly of State Arts Agencies in partnership with E.A. Michelson Philanthropy.



Community Cultural Connections (CCC) ***Grant Guidelines (FY25)***

The *Community Cultural Connections* grant program strives to make arts and culture more accessible to underserved populations in Hamilton County, Tennessee, particularly in the realm of geography, ethnicity, age, and individuals with disabilities. During FY25, we encourage CCC applicants to help us bring arts programming to more rural parts of Chattanooga-Hamilton County, such as Highway 58 to Birchwood, Soddy Daisy, and Ooltewah.

The *Community Cultural Connections* grant program is available to individuals, government entities, neighborhood associations, community organizations, ethnic/cultural organizations and clubs, emerging arts organizations and groups, and faith-based organizations. 501(c)3 status is not required.

For *Community Cultural Connections* grant questions, information, and consultation, contact: **Melissa Astin, Manager of Grants & Community Engagement** (melissa@artsbuild.com / 423.777.4214).

Application Deadlines

There is a rolling deadline, meaning that applications are accepted at any time, based on availability of funds. Funding cycle runs from October 1, 2024 through June 22, 2025.

General Grant Description

The goals of the program are to:

- Impact new and diverse audiences – in areas that historically have been less infused with arts and culture experiences. [ArtsBuild Programming Mapping Project](#).
- Broaden the types of arts and cultural offerings supported by the community, including established and emerging artists and arts organizations.
- Use arts and culture to strengthen community unity.
- Demonstrate the positive economic impact of arts and culture.

Grants will be funded up to \$2,000. Acceptance of funds gives permission for ArtsBuild and our financial auditors to access your records and financial statements, as necessary, to ensure compliance with award requirements.

Groups or organizations must provide funding and/or in-kind donated services for the grant project. Past CCC grant recipients may re-apply if their grant project demonstrates growth or if they have a new project.

Accessibility

ArtsBuild is committed to providing equitable and accessible granting programs and processes. We want to make sure that everyone and every group who wants to apply for this grant can do so. Applicants may **request a paper copy** of the application or upload a **video or audio recording** of the main narrative of their application into the grant portal.

Grant Eligibility

Who is eligible to apply?

- Individuals (artists or individuals committed to furthering arts & culture)
- Government Entities (Cities and Towns in Hamilton County, Tennessee)
 - Parks and Recreation Centers
 - Other Governmental Departments
- Neighborhood Associations
- Community Organizations
 - Social Service Agencies
 - Service Clubs
- Ethnic/Cultural Organizations and Clubs
- Emerging Arts Organizations and Groups
 - Mission includes providing programming for underserved populations and/or enhances our community by diversifying arts and culture opportunities in Hamilton County (eligible disciplines listed below).
 - May be a program within a non-arts organization.
- Faith-based Organizations
 - Activities must be secular in nature and open to the public.
 - Faith-based organization groups or clubs serving underserved populations.

Who is *not* eligible to apply?

- ArtsBuild's Mission Support grant recipients
- Schools (public, private, home school groups)
- PTA groups
- Organizations and groups based outside of Hamilton County, Tennessee

What types of projects are eligible?

Types of arts and cultural offerings funded may include, but are not limited to:

- Festival performances and exhibits
- Special performances and exhibits by residents
- Special performances and exhibits by performing arts and visual arts groups
- One day workshops
- Art/Cultural classes
- Trips to local cultural resources

Note: Offerings must be within the disciplines of:

- **Visual Art:** 2D, 3D, Projection, Installation
- **Fine Craft:** Excellence working with a particular traditional material or medium.
- **Media:** Film or Photography
- **Performance:** Dance, Music/Instrumental, Theatre or Vocal
- **Literary Arts:** Fiction, Children's/Young Adult Literature, or Poetry

What types of project expenses are eligible?

- Local artist/arts organization fees
- Supplies/small equipment
- Local transportation
- Rental fees
- Marketing
- Documentation
- Assessment tools
- Project Director fees (no more than 10% of total funding requested)

What type of projects expenses are *not* eligible?

- Permanent staff positions of an organization
- Capital improvements (buildings or construction)
- Major equipment purchases
- “Seed money” for starting new organizations
- In-school projects
- Fundraisers

Additional Grant Information

- All project activities funded through this program must be open to the public.
- Participant and audience numbers must be tracked.
- Expected project outcomes must be stated and assessed.
- Project must be documented.
- Project must include publicity that recognizes ArtsBuild and the Community Cultural Connections grant program (via marketing and during event).
- Individuals granted funds **will receive a 1099 and be responsible for paying federal taxes.**
- Grants will be paid in two installments. A payment schedule will be outlined in the grant contract with 75% of project funding provided up front and the remaining 25% provided at the completion of the project and submission of a final report.

Grant Priorities

ArtsBuild prioritizes and encourages projects that take place in the areas where we have not supported significant engagement over the past 5+ years. We have created a Google map with help from the Chattanooga Design Studio illustrating the geographic reach of our grant-making, arts education, and arts leadership programs. We have used this mapping project to help us specifically identify the areas of our county that are currently underserved.

Follow the link below to look at the interactive program map, to find out more information about the Programming Map project, and to find areas in which ArtsBuild is looking to support more engagement.

- [ArtsBuild Programming Mapping Project](#)

Application Information and Tips

Applicant Profile

- The primary contact should be the person responsible for implementing the project and the main contact with ArtsBuild.

Artist and/or Organization Information

- A 501(c)3 status is not required. However, please check the appropriate box for our records.
- A UEI # is not required. If your organization has one, please include it in the application.
- All grant recipients must submit a W-9 to receive grant funds.
- An established bank account is required.

Project Information

- Groups/Organizations: Please provide your mission statement or the purpose of your group or organization. Describe who you serve and how arts and culture are currently included within your group or organization.
- Artists/Individuals: Please tell us about yourself. Share any pertinent links for yourself or any artists participating in the project. Describe any exhibitions and/or public art projects that you or the

artist(s) involved have implemented in the past.

Project Description: Artistic Quality, Merit and Excellence

- Describe your vision for the artwork or project. Tell a story. Why this project?
- The artworks/projects should provide high-quality arts experiences for viewers and participants plus demonstrate artistic excellence.
- List and discuss how the artist(s) or art organization(s) will be involved in the project.
- Address how your project is directly connected with the mission and goals of the grant program to provide more arts and culture to underserved populations.

Project Impact

- What do you think will happen because of this project? What are the benefits to the various entities connected to the project (artist(s), organization, and public)?
- Describe how this project will help meet your needs or those of your group or organization.

Project Location

- ArtsBuild will be prioritizing and encouraging projects that take place in the areas where we have not supported significant engagement over the past 5 + years.
- Please be sure to review the [ArtsBuild Programming Mapping Project](#) when planning the locations and audiences for your project.

Project Planning & Management

- Planning is an important part of the project. Make note if there is a team or committee involved in the planning.
- This narrative should demonstrate that you and/or your organization have the capacity to implement a successful project and demonstrate artistic merit.
- If this is a new project, what is your previous experience in implementing a similar project?
- If this is a continuing project, how will it be expanded?

Community Connection & Engagement

- This narrative should show how you have engaged the community you will serve in the planning and design of your project and what community assets or resources you are using or expanding upon.
- List or describe your marketing efforts. How will the project be communicated to your community, those you serve and the public?
- How does the leadership of your project or organization reflect the demographics of the community or group you plan to serve with the CCC funding?

Documentation and Assessment

- Documentation tells the story about the process of the project and showcases the finished artwork. Measuring success is an assessment of how your desired outcomes were met. How will your project be documented and evaluated? How will you share your completed project with ArtsBuild?
- What does success look like to you? Assessment tools and strategies should be described to measure the success and impact of your project for the public. Think about how you can measure how your desired outcomes can be met through gathering feedback via surveys or online engagement as an example.

Project Funding

- Describe in detail how the grant funds will be used as well as how you or your organization will support the project through in-kind services or other funding sources.
- The budget narrative should be detailed and include all expenses and any other income sources.

Project Budget – Expenses:

- List *all* items that will be covered by grant funds.
- All listed items should at least add up to your requested grant amount.
- ArtsBuild will only support artist/performers expenses for **artist/performers who reside in Hamilton County.**

Project Budget – Income

- List all project costs that will be covered by other grants/individuals/organizations/donations/in-kind contributions.
- Use your best estimate of the value of time, materials, facility usage, supplies, etc. that you or your organization will contribute to the project.

Work Sample

- Provide at least 3 past work samples. If you have format questions, please reach out to us.

Nondiscrimination Policies

As a condition of receipt of grant funding, grantee and entities associated with grant project acknowledge and agree to ensure that the funded project is implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination (2 CFR 200.300).

- Title VI of the Civil Rights Act of 1964;
- Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency;
- Title IX of the Education Amendments of 1972;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990;
- Section 504 of the Rehabilitation Act of 1973;
- The National Environmental Policy Act of 1969;
- The National Historical Preservation Act of 1966;
- Debarment and Suspension;
- Drug Free Workplace Act;
- Lobbying;
- Davis-Bacon and Related Acts (DBRA), as amended;
- The Native American Graves Protection and Repatriation Act of 1990;
- U.S. Constitution Education Program;
- And Prohibition on use of funds to ACORN or its subsidiaries.

Applicants are required to notify Artsbuild if they need clarification of any of the above.

Grant Evaluation Criteria

Grants will be evaluated by our grant panel based on the following evaluation criteria:

- Project provides high quality arts and culture experiences for the participants and demonstrates artistic excellence.
- Project clearly connects to the mission of the grant to make arts and culture more accessible to underserved populations.
- Group or organization demonstrates capacity to implement the project and demonstrate artistic merit.
- Planning process is in place and a reasonable timetable to implement the project has been set.
- The budget is reasonable to implement the project.
- The outcomes for the project are clearly stated and attainable.

- The communication tools with constituents and public are in place.
- Plans for documentation and assessment strategies are adequately addressed.

Please contact **Melissa Astin, Manager of Grants & Community Engagement**, at 423.777.4214 or melissa@artsbuild.com with any questions about the CCC grant.

ArtsBuild warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the programs and services or in the employment practices on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional or statutory law.



Technology Solutions That Power Your Business

Next Gen Server

Quote # 019714 Version 1

Prepared for:

City of Red Bank Tennessee

Product

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
210-BBRX PowerEdge T550 Server Chassis 379-BDTF - 1 - 2 CPU Configuration 379-BDST - 1 - Trusted Platform Module 2.0 V3 461-AAIG - 1 - 2.5" Chassis with up to 16 Hard Drives (SAS/SATA), 2 CPU, V2 321-BHZZ - 1 - Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 338-CBWJ - 1 - Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666 338-CBWJ - 1 - Additional Processor Selected 379-BDCO - 1 - Heatsink for 2 CPU configuration (CPU less than or equal to 150W) 412-AAZJ - 1 - Performance Optimized 370-AAIP - 1 - 3200MT/s RDIMMs 370-AEVR - 1 - Unconfigured RAID 780-BCDS - 1 - PERC H755 SAS Front 405-AAZB - 1 - Front PERC Mechanical Parts, rear load 750-ACFQ - 1 - Power Saving Dell Active Power Controller 750-AABF - 1 - UEFI BIOS Boot Mode with GPT	\$0.00	\$10,461.61	1	\$0.00	\$10,461.61

Product

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Partition 800-BBDM - 1 -					
No Energy Star 387-BBEY - 1 -					
Standard Fan x4 384-BCYS - 1 -					
Dual, Hot-Plug, Power Supply Redundant (1+1), 1400W 450-AKYP - 1 -					
Riser Config0, No PCIe Riser 330- BBWW - 1 -					
PowerEdge T550 Motherboard with Broadcom 5720 Dual Port 1Gb On- Board LOM 329-BGKJ - 1 -					
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 540-BCOC - 1 -					
Dell EMC Luggage Tag T550 325- BEGT - 1 -					
Parallax Security Bezel, Two Layer Door 325-BEGZ - 1 -					
Assembly BOSS Blank 329-BGJO - 1 -					
No Operating System 611-BBBF - 1 -					
No Media Required 605-BBFN - 1 -					
Microsoft SQL Server 2022 Standard,OEM, Includes 5 USER CALs, NFI with SQL2019/2017 DWGD Media 634-BZWL - 1 -					
iDRAC9, Enterprise 15G 385-BBQV - 1 -					
No Quick Sync, V2 350-BCKT - 1 -					
iDRAC,Factory Generated Password 379-BCSF - 1 -					
iDRAC Service Module (ISM), NOT Installed 379-BCQX - 1 -					
iDRAC Group Manager, Disabled					

Product

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
379-BCQY - 1 -					
No Internal Optical Drive 429-AAIQ - 1 -					
No Internal Optical Drive, V2 429-ABNC - 1 -					
No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 -					
PowerEdge T550 Shipping 340-CWUS - 1 -					
PowerEdge T550 Shipping Material 340-CWUT - 1 -					
PowerEdge INMETRO Label 389-DYHB - 1 -					
PowerEdge T550 No CCC Marking, No CE Marking 389-EBJV - 1 -					
Basic Next Business Day 36 Months 709-BBFL - 1 -					
Basic Next Business Day Extension, 24 Month(s) 865-BBNP - 1 -					
No Field Deployment 883-BBFN - 1 -					
Infrastructure Deployment Selected 701-6538 - 1 -					
16GB RDIMM, 3200MT/s, Dual Rank 370-AEVQ - 8 -					
600GB Hard Drive SAS ISE 12Gbps 10k 512n 2.5in Hot-Plug 400-BIFV - 16 -					
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV - 2 -					

Product

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
S5-4 Datto S5-4 Time-Based Retention (1yr)3-year contract monthly Datto S5-4 TB 3-year contract billed monthly. Cloud -based and local backups Time-Based Retention (1yr) Hardware is included with the Monthly subscription	\$562.80	\$562.80	1	\$562.80	\$562.80
GMGF0D5RK-0005-P Windows Server 2022 License	\$0.00	\$1,069.00	1	\$0.00	\$1,069.00
SRT1500RMXLA-NC APC by Schneider Electric Smart-UPS SRT 1500VA RM 120V Network Card - 2U Rack-mountable - 3 Hour Recharge - 5 Minute Stand-by - 120 V Input - 120 V AC Output - Sine Wave - 6 x NEMA 5-15R - 6 x Battery/Surge Outlet 	\$0.00	\$1,949.50	1	\$0.00	\$1,949.50

 Recurring Subtotal: **\$562.80**

 Subtotal: **\$14,042.91**

Labor

Description	Price	Qty	Ext. Price
Project Fixed Fee Service - Server Installation  Services Include: Hardware Installation and Configuration Setup iDRAC Configure OS Drive(s) in RAID 6 (use only 4 drives) Configure data drive with RAID 10 using remainder of drives Install SQL Server 2022 Datto backup deployment and configuration	\$180.00	12	\$2,160.00

 Subtotal: **\$2,160.00**

Shipping

Description		Price	Qty	Ext. Price
Shipping	Shipping Shipping	\$55.00	1	\$55.00
Subtotal:				\$55.00

Next Gen Server

Prepared by:

RJ Young

Shane Bizzell
 423-443-3145
 shane.bizzell@rjyoung.com
 Technical Account Manager

Prepared for:

City of Red Bank Tennessee

3105 DAYTON BLVD
 RED BANK, TN 37415
 Dan Seymour
 (423) 322-3564
 dseymour@redbanktn.gov

Quote Information:

Quote #: 019714

Version: 1
 Delivery Date: 08/27/2024
 Expiration Date: 09/13/2024

Quote Summary

Description	Amount
Product	\$14,042.91
Labor	\$2,160.00
Subtotal:	\$16,202.91
Shipping:	\$55.00
Total:	\$16,257.91

Recurring Expenses Summary

Description	Amount
Product	\$562.80
Recurring Total:	\$562.80

Payment Options

Description	Payments	Interval	Amount
Purchase			
Purchase	1	One-Time	\$16,257.91

Summary of Selected Payment Options

Description	Amount
Purchase: Purchase	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RJ Young

City of Red Bank Tennessee

Signature: _____
Name: Shane Bizzell
Title: Technical Account Manager
Date: 08/27/2024

Signature: _____
Name: Dan Seymour
Date: _____

Managed Services Agreement

This Managed Services Agreement is entered into by and between RJ Young Company, LLC, (hereinafter referred to as "Service Provider"), and City of Red Bank Tennessee (hereinafter referred to as "Client") for the provision of managed network services and is effective as of 1/1/0001 12:00:00 AM.

Term of Agreement

This Managed Service agreement shall remain in force for a period of 36 months and be reviewed annually to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this agreement, these increases will not exceed 15% of the value of the existing monthly fees due under this agreement. The Managed Service agreement automatically renews for a subsequent 1-year term beginning on the day immediately following the end of the initial term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this agreement. This agreement may be terminated by the Client upon ninety (90) days written notice.

This agreement may be terminated by the Service Provider upon ninety (90) days written notice to the Client. If either party terminates this agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

Fees and Payment Schedule

Fees will be, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. The one-time set up (or onboarding) fee will be billed upon agreement execution. Services may be suspended if payment is not received within 15 days following date due. It is understood that any and all services requested by Client that fall outside of the terms of this agreement will be considered projects, and will be quoted and billed as separate, individual services.

Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

Coverage

Remote help desk and vendor management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 8:00 am – 5:00 pm CST Monday - Friday, excluding holidays. After Hours Support will be provided on an on-call bases from 5:00 pm – 10:00 pm CST Monday – Friday; Saturday – Sunday 10:00 am – 8:00 pm CST. All services qualifying under these conditions, as well as services provided outside this scope will fall under this provision.

Service Provider recognizes the following as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day. If the holiday falls on a weekend, the workday prior to or after that weekend may be recognized as the holiday.

Support and Escalation

Service Provider will respond to Client's trouble tickets under the provisions of this agreement , and with best effort after hours or on holidays. Trouble tickets can only be opened by end users employed by Client and are covered under this agreement's allotment. Trouble tickets may be opened by email to our Help Desk, or by phone if email is unavailable. Each

call will be assigned a trouble ticket number for tracking.

Limitations of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Hardware/System Support

Service Provider shall provide support of hardware and systems specified in this agreement, provided that all hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all Software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows must have currently supported operating systems and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows operating systems OR Mac OS must be running currently supported operating systems and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All server and desktop software must be genuine, licensed and vendor-supported.
4. The environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.
5. The environment must have a currently licensed, vendor-supported backup solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
7. All wireless data traffic in the environment must be securely encrypted.

Excluded Services

Service rendered under this agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any software, licensing, or software renewal or upgrade fees of any kind, unless as specified in this agreement.

4. The cost of any 3rd party vendor or manufacturer support or Incident Fees of any kind.
5. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
7. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in this agreement.
8. Programming (modification of software code) and program (software) maintenance unless as specified in this agreement number.
9. Training Services of any kind, unless specified in this agreement.

Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

Miscellaneous

This agreement shall be governed by the laws of the State of Tennessee. It constitutes the entire agreement between Client and Service Provider for monitoring/maintenance/service of equipment listed in this agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Modifications of Service Agreement

This Service Agreement covers only those services and equipment listed in this agreement. Service Provider must deem any equipment/services Client may want to add to this agreement after **1/1/0001 12:00:00 AM** acceptable. The addition of equipment/services not listed in this agreement at the time of signing, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

Assumptions

- From time-to-time vendor prices are subject to change. This is outside of the Service Provider's control and will be communicated with as much notice as possible.
- Customer will provide required authentication credentials or be available for proper access to systems being created or modified.
- The costs included are on current known estimations. In the event quantities change, the change will be reflected in the subsequent monthly invoices.

Purchase Agreement Terms

CONTRACT NUMBER: 019714

1. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
2. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
3. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$25.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
4. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
5. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement..
6. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document..

Credit Terms

FOR AND IN CONSIDERATION of the extension of credit for the purchase or lease of office equipment, supplies, and/or services, the undersigned applicant(s) agree(s) to:

- Furnish any additional financial information, including but not limited to current financial statements, personal or corporate, from time to time as requested by the credit grantor or any material changes in the condition of the applicant (firm).

All proprietors, general partners, members, and/or guarantors hereby, individually understand that they hereby authorize RJ Young to check customers' credit, both consumer and commercial, and authorize any party receiving a credit inquiry to have this information provided back to them upon request.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission.

I (we) understand that the extension of credit is only for the use of the Applicant and any use by any other person or entity is a violation of this Agreement. If at any time I (we) authorize any other person or entity to charge on my (our) credit account, I (we) will remain liable for any and all charges, known or unknown, and I (we) understand that my (our) credit privileges may be suspended or withdrawn without further notice.

I (we) understand that information furnished to RJ Young can be used for the purpose of obtaining credit related to your firm. That I am (we are) authorized, in my (our) capacity, to bind my (our) firm accordingly.