



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

October 14, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

1. Prayer will be delivered by Pastor James Walsh from Hope Worship Center

PUBLIC HEARING

- [2.](#) ORDINANCE 634: 111 Boyd Street
- [3.](#) ORDINANCE 642 - Rezone of 2055 Hwy 12

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [4.](#) Approval of the September 9, 2025, Regularly Scheduled City Council Meeting Minutes

PUBLIC FORUM

REPORTS

5. ATTORNEY: Jennifer Noe

UNFINISHED BUSINESS

- [6.](#) ORDINANCE 642 - Rezone of 2055 Hwy 12 - 2nd Reading
- [7.](#) ORDINANCE 634: 111 Boyd Street - 2nd Reading

NEW BUSINESS

- [8.](#) RESOLUTION 2025-40: THSO GRANT Award Money Distribution to overtime line in Police Budget
- [9.](#) RESOLUTION 2025-41: Flat rate overtime pay for overtime for Police Officers
- [10.](#) CONTRACT: Senior Center used for Emergency Shelter
11. Certificate of Compliance - High 5 Liquor and Vape LLC.
 - [12.](#) CONTRACT: Joint Funding Agreement - United States Department of Interior.
13. Parks Board Discussion
- [14.](#) CONTRACT: AMENDMENT 1: TDOT Local Programs & Community Investment Division - PIN 130039.00 - Federal Project number STP-M/TAP - 9327 (11) State Project number 11LPLM -F3 - 021; Contract number 220026
- [15.](#) CONTRACT: AMENDMENT 2 TDOT Local Programs & Community Investments Division - PIN 130039.00; Federal Project Number STP-M/TAP-9327(11) State Project Number: 11LPLM-F3-021; Contract Number: 220026
- [16.](#) CONTRACT: TDOT Local Programs & Community Investments Division - PIN 133524.00; Federal Project Number TAP-9327(12); State Project Number: 11LPLM-F3-022; Contract Number: 220271 (PHASE 2)

[17.](#) Bicentennial Trail - Phase 2 -Letter of Intent - Committee Scorecards and CSR professional quotation and proposal of Engineering Services.

[18.](#) RESOLUTION 2025-42 - Charitable Donations

[19.](#) RESOLUTION 2025-43: BUDGET AMENDMENT

[20.](#) CONTRACT QUOTE - John's Park

EXPENDITURE REQUESTS

[21.](#) LABTRONX- Sewer Project purchase- paid from contingency

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.

PUBLIC NOTICE

The Mayor and City Council of the Town of Ashland City, Tennessee will hold a Public Hearing on Tuesday October 14, 2025, at 6:00 PM. • Ordinance 634: Rezone **PARCEL 005.05 OF CHEATHAM COUNTY TAX MAP 055C GROUP S LOCATED AT 111 BOYD STREET.**

The - Page 3 - invited to attend an *ITEM # 2.* For additional details on how to sign up to speak during the public forum please visit www.ashlandcitytn.gov

PUBLIC NOTICE

The Mayor and City Council of the Town of Ashland City, Tennessee will hold a Public Hearing on Tuesday October 14, 2025, at 6:00 PM.

- Ordinance 642: Rezone 4.06 acres of Parcel 046.01

- Page 4 -

ITEM # 3.

The [redacted] invited to attend an [redacted] For additional details on how to sign up to speak during the public forum please visit www.ashlandcitytn.gov



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
September 09, 2025, 6:00 PM
Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:01 p.m.

ROLL CALL

Mayor Gerald Greer
Vice Mayor Chris Kerrigan
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

PLEDGE AND PRAYER

1. Pastor Allison Gilliam - Ashland City United Methodist Church

Join me in a spirit of prayer. Gracious God we come to you this evening with gratitude for your love and your endearing presence. We thank you for making each of us in your image. May we recognize every person as your beloved creation and of sacred worth. We hear you calling to all of humanity to be good stewards to all that you have entrusted to our care and to love our neighbors as ourselves. I pray tonight for these public servants, our mayor, staff, and council members for their willingness to serve. I pray for each citizen that considers Ashland City their home. Individuals and families and young ball players and students. I praise your holy name for their joys and triumphs. I lift their struggles up to your arms of grace. I pray for unity as we realize that which holds us together is greater than which seeks to divide us. I pray that you empower all of us with wisdom, patience, and compassion. As we seek to resolve problems and move into the future together. That embodies your love for all persons. Help us to remember that people are always more important than things that tempt the greed and pride within us. To help us ease our many fears and worries by securing our trust in you. I pray in Christ's name.....AMEN.

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

2. Approval of August 12, 2025, Regularly Scheduled City Council Meeting Minutes
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the August 12, 2025, Regularly Scheduled City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

3. ATTORNEY: Jennifer Noe

Attorney Jennifer Noe stated that she did not have anything to add that was not already on the agenda.

SPECIAL RECOGNITION

4. 6U TEAM - For Sportsmanship and Performance in the 6U State Tournament

The Town of Ashland City would like to proudly recognize The Ashland City Diamond Youth Baseball 6U team for their outstanding dedication, sportsmanship and performance during the 2025 season and finishing as the state runner up in the 6U State Tournament. We would like to thank the **Head Coach Terry Shelton and the Assistant coaches Nick Shelton, Matt Saunders, and Hunter Best** for the time and dedication they give to the Diamond Youth Baseball 6U Team.

5. 12U Team for Qualifying for the 12U State Tournament

The Town of Ashland City would like to proudly recognize The Ashland City Diamond Youth Baseball 12U team for their outstanding dedication, sportsmanship and performance during the 2025 season and qualifying for the 12U State Tournament. We would like to thank the **Head Coach Terrence Adkisson and the Assistant Coaches Brandon George and Nick Hagler** for their time and dedication they give to the Diamond Youth Baseball 12U Team.

6. 14U Team - Won the 14U State Tournament and qualifying for the Dixie Boys Baseball World Series

The Town of Ashland City would like to proudly recognize The Ashland City Diamond Youth Baseball 14U team for their outstanding dedication, sportsmanship and performance during the 2025 season, winning the 14U State Tournament and qualifying for the Dixie Boys Baseball World Series in Hattiesburg, Mississippi. We would like to thank the **Head Coach Joseph Martin and the Assistant Coaches Terrence Adkisson, Blake Bedwell, and Nick Hagler** for their time and dedication they give to the Diamond Youth Baseball 14U Team.

UNFINISHED BUSINESS

7. CONTRACT - TKE - Elevator Gold Service Agreement

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the TKE – Elevator Gold Service Agreement. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

NEW BUSINESS

8. RESOLUTION 2025-38: CCCHS - Donation for Homecoming Bonfire

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the Parks and Public Works Departments to help build and Man the Homecoming Bonfire for Cheatham County Central Homecoming Bonfire. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

9. RESOLUTION 2025-39: A.O. Smith - Donation to the Police Department

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to accept the donation of \$ 1000.00 to the Police Department to use where they choose to assign it. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

10. CONTRACT: THSO Grant award

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to accept the THSO Agreement for Saturation Patrols in the amount of \$15,000.00. Voting Yea: Councilman

Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

11. RESOLUTION 2025-36: Accept the bid for the Scada Project and pay the difference through the enterprise fund

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to accept the Bid for the SCADA Project and pay the additional funds of \$820,000.00 out of the Enterprise fund with changes made by our City Attorney. Voting Yea: Councilman Thompson, Councilwoman Binkley, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

12. CONTRACT: Modern Electrical Contracting Inc. – WWTP

A motion was made by Councilman Thompson, Seconded by Councilman Young, to accept the Modern Electrical Contracting Inc. proposal. Voting Yea: Councilman Thompson, Councilman Young, Councilwoman Binkley, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Mayor Greer. Voting Nay: 0

13. AGREEMENT: Smith, Seckman, Reid, Inc. (Grant Admin)

Councilwoman Nicole Binkley asked What is their success rate with Writing Bids?

Grant replied This is a new business and they do not have a lot of success stories yet but individually they have a good track record working separately.

Councilwoman Nicole Binkley asked would we have an opportunity to resubmit a bid that was refused previously?

Grant replied that we can always resubmit and application if the bid is still open.

A motion was made by Councilman Smith, Seconded by Councilman Adkins, to accept the Modern Electrical Contracting Inc. proposal. Voting Yea: Councilman Smith, Councilman Adkins, Councilman Thompson, Councilman Young, Councilwoman Binkley, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0

14. ORDINANCE 642: Rezone of 2055 Highway 12

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to approve Ordinance 642 – Rezone on 2055 Highway 12 from R1 to C2 zoning. Voting Yea: Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilman Thompson, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

15. RESOLUTION 2025-37: Reformatting and updating public forms

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the updated and reformatted City forms. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

16. CONTRACT: SWC- Proposal for the Ashland City Water Treatment Plant Fire Alarm

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the SWC proposal for the WWTP Fire Alarm System. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

Vice Mayor Kerrigan asked about getting Financial Reports every month. He asked for a timeline on when they can expect those to start.

Jamie Winslett explained when they would start receiving the reports.

Clint Biggers presented a 3-year time lapse video of WWTP construction.

Councilman Thompson asked if we could get Music on Main and the Farmer's Market advertised on the digital sign at City Hall.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:33 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE 642

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND ORDINANCE # 244, REZONING 4.06 ACRES OF PARCEL 046.01 OF CHEATHAM COUNTY TAX MAP 65, LOCATED AT 2055 HWY 12S.

WHEREAS R1 - This district is designed to provide suitable areas for low density residential development characterized by an open appearance. Most generally this district will consist of single-family detached dwellings.

WHEREAS C2 - This district is designed to provide adequate space in appropriate locations for uses which serve the needs of the motoring public

WHEREAS said portion of property requested to be amended and rezoned from R-1, Residential District, to C-2, Commercial District, is in the corporate limits of the Town of Ashland City; and

WHEREAS the Ashland City Planning Commission forwarded the request to the Mayor and the Council on August 11, 2025, with recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Ordinance 244 be amended approved.

BE IT FURTHER ORDAINED, ordinance #642 shall become effective 20 days after its final passage, the public welfare requiring it.

First Reading: _____

PUBLIC HEARING: _____

Second Reading: _____

Mayor Gerald C. Greer

City Recorder Mary Molepske



ORDINANCE NO. 634

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 005.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP S, LOCATED AT 111 BOYD STREET

WHEREAS, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, 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 03, 2025, 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 parcel included on Tax Map 055C, Group S, Parcel 005.00, located at 111 Boyd Street be rezoned from R-3 (Medium-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-4 PUD 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.

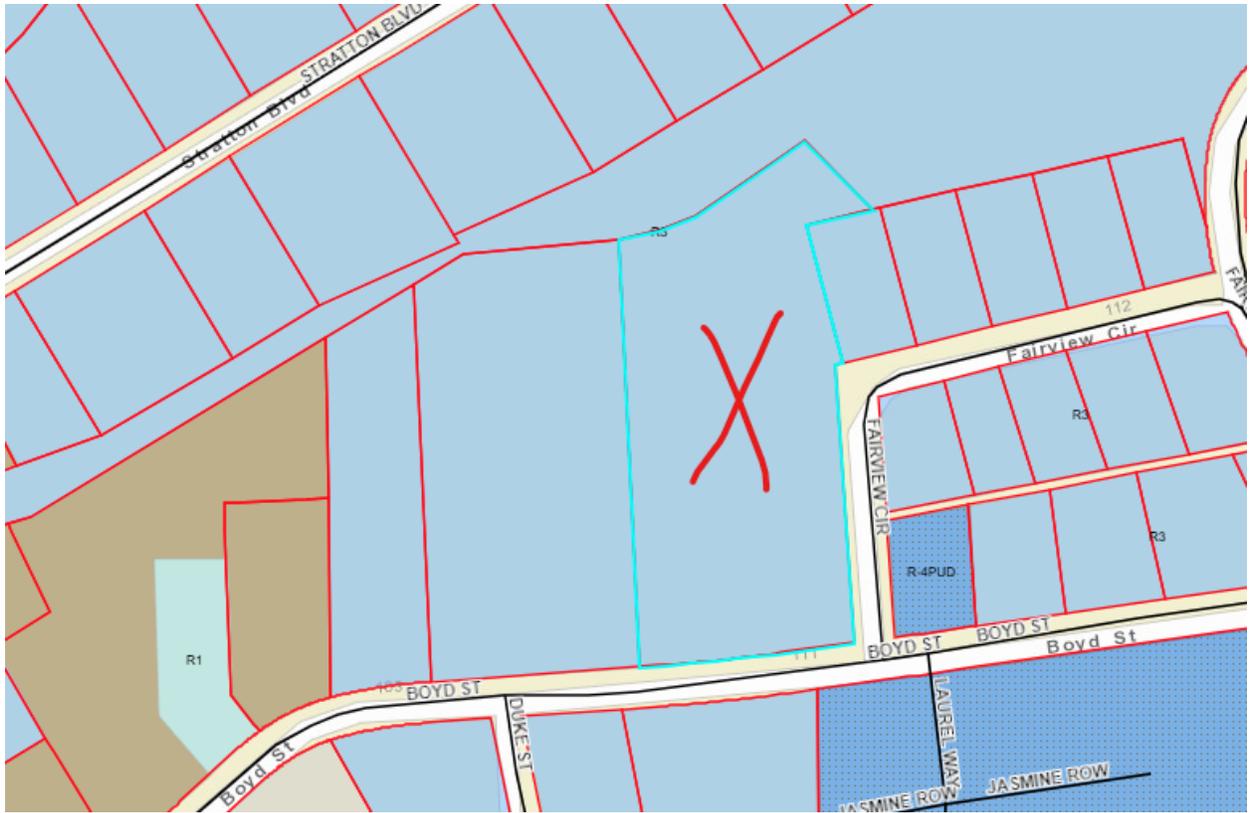
Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025
Second Reading: 5-13-2025

ATTEST:

Mayor

City Recorder



RESOLUTION 2025-40

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE USING THE THSO GRANT MONEY AWARDED TO THE OVERTIME LINE IN THE BUDGET FOR THE POLICE DEPARTMENT.

WHEREAS the police department was awarded a grant to pay the cost of officers working overtime.

WHEREAS funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025, through September 30, 2026.

WHEREAS the funds from the grant will be added to the line for overtime pay in the budget.

WHEREAS we may not incur costs until we have received a fully executed contract which must be signed by the TDOSHS Commissioner no earlier than October 1, 2025.

WHEREAS every grant is assigned to a project director who has subject matter expertise in the area of monitoring grants and provides timely, appropriate feedback.

WHEREAS monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the.

We, the City Council, meeting in Regular Session on this the 14TH day of October, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

RESOLUTION 2025-41

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE PAYING OFFICER'S WORKING SPECIAL DUTY RATE OF \$50.00 PER HOUR FOR WORKING SPECIAL DUTY DOING THE SATURATION PATROLS.

WHEREAS the police department was awarded a grant to pay the cost of officers working special duty; and

WHEREAS funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025, through September 30, 2026, to cover the special duty pay; and

WHEREAS. We request to pay the officer's working special duty a flat rate fee of \$ 50.00 per hour to ease the reporting process of the grant money;

WHEREAS only full-time officers will be eligible to work special duty and receive the \$50.00 per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the.

We, the City Council, meeting in Regular Session on this the 14th day of October, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

| Facility Purpose | Owner Initials | Red Cross Initials |
|---|----------------|--------------------|
| Service Center (Operations, Client Services, or Volunteer Intake) | | |
| Storage of supplies | | |
| Parking of vehicles | | |
| Disaster Shelter | | |

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per Select _____ for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

| | Owner Initials | Red Cross Initials |
|----------------|----------------|--------------------|
| Water | | |
| Gas | | |
| Electricity | | |
| Waste Disposal | | |

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



Facility Use Agreement

and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date



United States Department of the Interior

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

September 18, 2025

Ms. Mary Molepske
City Recorder
Town of Ashland City
233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015

Dear Ms. Molepske:

This is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Town of Ashland City for the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), during the period October 1, 2025 through September 30, 2026, in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$1,000 for a combined total of \$4,500. Please sign and return one fully executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 516-6399 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_finance_team@usgs.gov.

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

Sincerely,

Todd Baumann
Acting Director, LMG Water Science Center

Enclosure
26MLJFATNDA085

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of a real-time continuous water-level gage on the Cumberland at Ashland City (the other half is covered by a cooperative agreement between the USGS and Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$1,000 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$3,500 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 600002544
Agreement #: 26MLJFATNDA085
Project #: ML009Z5
TIN #: 62-6000239

Water Resource Investigations

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

USGS Technical Point of Contact

Name: Drew Westerman
Assistant Director - Data Chief, AR/TN
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 516-6399
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Mary Molepske
City Recorder
Address: 233 Tenn Waltz Pkwy Suite 103
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5221
Fax: (n/a)
Email: mmolepske@ashlandcitytn.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax: n/a
Email: gs-w-lmg-agreements@usgs.gov

Customer Billing Point of Contact

Name: Jamie Winslett
Interim Finance Director
Address: PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5242
Fax: (n/a)
Email: accountspayable@ashlandcitytn.gov

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

By  Date: 09/25/25
Name: Todd Baumann
Title: Acting Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Amendment to Replace Exhibit A and Change Completion Date

Amendment Number: 1

Agreement Number: 200026

Project Identification Number: 130039.00

Federal Project Number: STP-M/TAP-9327(11)

State Project Number: 11LPLM-F3-021

THIS AGREEMENT AMENDMENT is made and entered into this 21st day of May, 2024 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF ASHLAND CITY (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Cumberland River Bicentennial Trail Extension"

1. The language of Agreement # 200026 dated July 13, 2020 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .
2. The language of Agreement # 200026 dated July 13, 2020 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 30, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF ASHLAND CITY

Signature: JT Smith
JT Smith (Mar 25, 2024 09:56 CDT)
Email: jtsmith@ashlandcitytn.gov

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

B: Signature: Hal H. Ely
Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

Signature: [Signature]
Email: jjoel@bpnlawfirm.com

**APPROVED AS TO
FORM AND LEGALITY**

B: Signature: Leslie South
Leslie South (May 20, 2024 11:12 CDT)
Email: TDOT.Legal.Attorneys@tn.gov
Leslie South
General Counsel

Signature: Daniel Pallme
Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 1

Agreement #: 200026
Project Identification #: 130039.00
Federal Project #: STP-M/TAP-9327(11)
State Project #: 11LPLM-F3-021

Project Description: Cumberland River Bicentennial Trail Extension-Design and construction of Cumberland River Bicentennial Trail Extension. The project also includes a pedestrian bridge, boardwalk, ADA compliance, a retaining wall and pedestrian amenities.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Bicycles and Pedestrian Facility

| Phase | Funding Source | Fed % | State % | Local % | Estimated Cost |
|--------------|----------------|-------|---------|---------|---------------------|
| PE-NEPA | L-STBG | 80 | 0 | 20 | \$124,886.00 |
| PE-DESIGN | L-STBG | 80 | 0 | 20 | \$85,500.00 |
| RIGHT-OF-WAY | L-STBG | 80 | 0 | 20 | \$2,500.00 |
| CONSTRUCTION | S-TAP | 80 | 0 | 20 | \$813,200.00 |
| CONSTRUCTION | L-STBG | 80 | 0 | 20 | \$44,864.00 |
| TDOT ES | S-TAP | 80 | 0 | 20 | \$5,000.00 |
| CEI | S-TAP | 80 | 0 | 20 | \$45,422.50 |

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: FAST Act § 1109; 23 U.S.C. 133(h) STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION**

SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

February 10, 2025

The Honorable Gerald Greer
Mayor, Town of Ashland City
233 Tennessee Waltz Parkway, Suite 103
Ashland City, TN 37015

Re: Cumberland River Bicentennial Trail Extension
Ashland City, Cheatham County
PIN: 130039.00
Federal Project Number: STP-M/TAP-9327(11)
State Project Number: 11LPLM-F3-021
Agreement Number: 200026

Dear Mayor Greer:

Thank you for your letter dated February 5, 2025 requesting an extension. Based on the justification provided, we concur that an amendment is justified.

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Robert Harris at 615-253-5880 or robert.harris@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 2

Agreement Number: 200026

Project Identification Number: 130039.00

Federal Project Number: STP-M/TAP-9327(11)

State Project Number: 11LPLM-F3-021

THIS AGREEMENT AMENDMENT is made and entered into this 10th day of March, 2025 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF ASHLAND CITY (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Cumberland River Bicentennial Trail Extension

1. The language of Agreement # 200026 A1 dated May 21, 2024 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **September 1, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF ASHLAND CITY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: 
Gerald Greer (Feb 28, 2025 07:02 CST)

Email: ggreer@ashlandcitytn.gov

By

Signature: 

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: 
Jennifer Noe (Mar 7, 2025 11:12 CST)

Email: jnoe@bpnlawfirm.com

By

Signature: 
Leslie South (Mar 9, 2025 15:53 CDT)

Email: TDOT.Legal.Attorneys@tn.gov

By

Signature: 
Steve Allen (Mar 10, 2025 05:16 CDT)

Email: Steve.Allen@tn.gov
**& Community Investments
Division**



CSR Engineering Inc.
2010 Hwy. 49E
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

September 19, 2025

Allen Nicholson
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015

RE: PROPOSAL FOR ENGINEERING SERVICES FOR THE TOWN OF ASHLAND CITY CUMBERLAND RIVER BICENTENNIAL TRAIL - PHASE 2 PIN 133524.00 (TDOT-LPDO) – ASHLAND CITY, TENNESSEE

Mr. Nicholson,

CSR Engineering, Inc. is pleased to offer services to your organization on your upcoming Cumberland River Bicentennial Trail - Phase 2 Project along the RJ Corman railbed (2800 linear feet) from Mulberry Street to Tennessee Waltz Parkway and according to your state approved TAP allocation for PIN 133524.00 scope of work. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the **General Scope of Work** shown below and cover the entire process through TDOT's Local Programs Office and project administration for the City.

General Scope of Work

- Responsible for and Perform Engineering services for the Full NEPA, Design, ROW & CEI Services Per TDOT-LPDO requirements within the Local Government Guidelines and as described following:

1. NEPA (C-List Categorical Exclusion)

- a. **Public Meetings:** As required for public hearings or meetings from Ashland City Administration or a Public Involvement Plan, CSR will develop documents and handouts accordingly. A CSR representative will be in attendance and assist with the City ran meeting.
- b. **Categorical Exclusion (CE) Environmental Document:** CSR will prepare a Categorical Exclusion (CE) Environmental Document through the TDOT-Environmental Section. This includes the evaluation, research, coordination, and documentation necessary for submittal. Other possible items of work include environmental and permit services beyond the typical CE requirements (not included) and may be added if endangered species or other environmental information is found during the Categorical Exclusion process. C-list CE's are the typical project guiding parameters for this type of project – other NEPA requirements may be more in depth depending on the project scope or existing conditions as information develops.

2. Design

- a. **Conceptual and Preliminary Plans:** This phase includes the continued required survey operations and development of preliminary plans. These plans will be developed into working drawings to be presented to City Staff for coordination and meeting City desires within the bounds of the funding and project scope. Iterations of this process drive the construction plans and details development for the final outcomes of the project.
- b. **Initial ROW/Utility Coordination:** Plans may be submitted during this phase to the affected utility companies identified under the surveying task. No utility design or relocation is within the City's requirement nor expected based upon TDOT and project requirements, but will be a consideration depending on the project development. Utility coordination will begin to occur during design but will finalize with all utility owners during the formal ROW phase shown below utilizing the project plans information. ROW acquisition is not expected in the project nor included in this scope of work other than coordination for easement/lease/license agreements.
- c. **Construction Plans and Bid Package:** Construction plans will be developed and finalized according to TDOT design guidelines in order to receive their approval and incorporate necessary utility modifications and coordinations. CSR will prepare a bid package containing specifications and plans for the City to issue for bids. The final set of plans for construction will include:
 - Finalized roadway/trail details and documents
 - Quantities with General and Special Notes
 - Erosion Prevention and Sediment Control
 - Signage Plans
 - Striping Plans (if applicable)
 - Traffic Control in accordance with MUTCD (limited to portions required to construct)
 - Drainage Details

A final estimated quantities and opinion of probable cost will be determined and included in documents once plans are approved. The quantities and opinion will be based primarily on TDOT Items and Average Unit Prices and will consider recent similar bid prices in this area.

3. Right-of-Way Certification (Coordination Only – No Acquisition)

It is currently planned that this project will be done completely within existing railroad right-of-way and city or state owned property. Therefore, no right-of-way acquisition services have been discussed in this proposal. If the project scope of work changes or ROW acquisition becomes mandatory, then CSR Engineering will confer with the City at that time.

Regardless of acquisition requirements, staking of project improvements is included during this phase to allow clear coordination with affected utilities. During the ROW certification process with TDOT, CSR will also submit plan documents to obtain any municipality permits as required by local regulations. A TDEC NPDES General (not Individual) permit is highly likely and anticipated for this project and included in this scope of work. With the railroads aspects of this project, the ROW efforts will need to incorporate certain federal and state regulations, and adhere to the same, as with any other FHWA/TDOT Local Programs project.

Upon TDOT approval of all ROW/Utility/Construction Plans and Bid Documents, CSR will move to aid the City in letting the project to bid. For bidding assistance, CSR will prepare a bid package containing specifications, plans, and other bid book documents for the City to advertise and issue for bids. A pre-bid meeting will be attended as well as any City Council meetings necessary. CSR will review the bids with the City and TDOT prior to award.

4. Construction Engineering & Inspection (CEI)

Construction Engineering Inspection (CEI) The Construction Engineering Inspection effort is based on construction observation over a construction period as required in bid documents and TDOT CEI requirements. As shown in the submittal CSR Engineering is fully qualified/certified to provide the CEI services as required by TDOT LPDO Guidelines and includes but is not limited to the following per the manual:

- Pre-construction conference
- Observe all site construction activities
- Review and approval of all job mix formulas and contractor quality control plans
- Maintain project files, logs and daily diary
- Record and respond to RFI's
- Monitor, evaluate and respond to project change order and plan revision requests
- Monitor and report to the City any environmental concerns
- Conduct project meetings, as required
- Erosion Prevention/Sediment Control (ESPC) Inspections
- Traffic Control inspections
- Material testing and certification and collection of required T2 forms
- Shop drawing review and approval
- Review contractor's payroll (Weekly) and contractors pay requests (Monthly)
- State and Federal wage rate interviews and compliance assurance
- Provide punchlist
- Project closeout

Services provided will be limited to the specific scope of work defined above. The City shall coordinate with CSR on a timely basis to facilitate expedient progress through all required phases of TDOT LPDO. Any subsequent engineering services determined by the Town of Ashland City will be included in later proposals.

The fee for these services will be a lump sum of \$204,000.00 billed at completion of the following key milestones:

| | |
|----------------------|---------------|
| I – NEPA Services | \$ 15,000.00 |
| II – Design Services | \$ 53,500.00 |
| III – ROW Services | \$ 6,500.00 |
| IV – CEI Services | \$ 129,000.00 |
| <hr/> | |
| Total | \$ 204,000.00 |

CSR's engineering services will be subject to the Terms and Conditions as attached as Exhibit "A". We will bill by approximate percentage complete at the end of each key project milestone. The fee quoted includes compensation for basic services for the Town of Ashland City defined herein. We will begin work immediately as per our discussion and will work on

Town of Ashland City

September 19, 2025

Page 4

a reasonable schedule to submit documents for your review. If this scope of work is not in line with your desires, we shall revise the scope of work and resubmit for your approval. We can revise the scope to cover any alternative services that better fit your needs.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

Sincerely,



Jason Reynolds, PE
Project Manager

Accepted by:

Town of Ashland City (Tennessee)

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his

requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over

competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required

by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation

support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverage identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred

from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



Ashland City
Tennessee



TDOT
Department of
Transportation

TOWN OF ASHLAND CITY

CUMBERLAND RIVER
BICENTENNIAL TRAIL - PHASE 2

September 2025



LETTER OF INTEREST

Prepared By

CSR
Engineering

September 9, 2025

Ms. Mary Molepske
City Recorder
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015

REFERENCE: Letter of Interest and Statement of Qualifications for Engineering Services
Related to the Cumberland River Bicentennial Trail - Phase 2 Project

Dear Ms. Molepske:

CSR Engineering, Inc. is pleased to be a part of the Ashland City community with three Tennessee offices to serve you all with one only a few miles away in Pleasant View. Including our Ashland City prior relationship, we have assisted several Tennessee cities and transportation entities with progression of many similar projects throughout the State.

CSR Engineering is TDOT pre-qualified as an engineer consultant for these services and have an unlimited status. We are properly trained and thoroughly experienced on similar projects under the Local Government Guidelines. The attached document shows that we have a solid track record of working with public authorities on multiple project types of TDOT Local Programs Projects, Surface Transportation Block Grants, FEMA, ARRA projects, Large and Small Municipality Projects with extensive State DOT experience.

We understand your project's background; we understand the scope of work; and we understand the process required to complete the NEPA, Design and Construction/CEI scope of work. With our experience and familiarity, we will provide professional services throughout the project and keep the City's staff well informed about the project progress.

We appreciate the opportunity to submit this Letter of Interest, and we would be delighted to compete in any extended phases of your selection process if requested. If you need additional information, please call us at (615) 247-5381.

Sincerely,



Jason L. Reynolds, P.E.
Civil Manager

Specialized Expertise:

The staff at CSR Engineering have the capacity to promptly meet the needs of the Town of Ashland City. The following table provides a list of CSR team members that will provide key services on this project.

| Team Member | Role |
|-----------------------|---------------------------------------|
| Kevin Walker, PE | QA/QC, Principal Engineer |
| Jason Reynolds, PE | Project Manager |
| Chris Clay, RLS | Surveyor |
| Katherine Clifton, PG | NEPA Environmental Manager |
| Daniel Ashburn | NEPA Environmental Specialist |
| Barry Alexander, PE | Civil Engineer (Transportation) |
| Sean Coffelt, PE | Structural Engineer (as needed) |
| Phil Casterline, PE | Civil Engineer (Trans/Utility Coord.) |
| Madison Schricker, EI | Transportation Designer |
| Scott Butler | CEI Senior Inspector |
| Daniel Osborne | CEI Inspector & Party Chief |
| Michael Henley | CEI Inspector/Technician |
| Sarah Nowowiejski | Clerk/Office Admin |

Based upon our understanding of the project and our efforts on other similar projects in Ashland City, we believe our team has the federal (FHWA), state (TDOT), and local (Ashland City) experience necessary to successfully complete the project better than any other firm.

We believe this staff's specialized capacity in transportation projects as well as other team members' added assistance will ensure the quick and diligent completion of the project's tasks with the result being a high-quality construction installation of the TAP improvements at the trail/street locations.

DATA COLLECTION EQUIPMENT:

- GPS and Robotic Survey Instruments
- Aerial Imagery UAV (Drones)
- Submersible imagery UAV
- Vehicle Turning Movement and Volume Counters

FIELD INSPECTION EQUIPMENT:

- Compaction Testing - Nuclear Moisture/Density Gages
- Concrete Air Meters
- Slump Cones
- Field Tablets & Program Specific Inspection Forms

PERSONNEL CREDENTIALS:

- Licensed Professional Engineers
- Licensed Professional Geologists
- Licensed Surveyors
- Level I & Level II TDEC EPSC
- TDOT Certified CEI Firm
- CPESC Certified Personnel
- TDEC Qualified Hydrologic Professional IT
- Certified Environmental Specialists
- Wetlands Delineation Certified Technicians
- TDOT Cert. Asphalt Roadway Inspectors
- TDOT Cert. Asphalt Plant Inspectors
- TDOT Certified Concrete Technicians
- TDOT Certified Soils/Aggregate Technicians
- LEED Accredited Professional
- OSHA 10-hr Construction Safety Certs.
- TTAP Certified Traffic Control / Flagmen
- FAA Licensed UAV Pilots
- Nuclear Gage Technicians

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Work Experience in the Required Disciplines with TDOT and other Clients

The following are some of the transportation projects that CSR Engineering has managed recently that have a scope of work very similar to your subject greenway/trail project. Our projects vary in size and scope and reveal a vast yet very similar project experience that will provide clear and immediate value to your construction process via our highly qualified inspection team. Moreover, the projects reveal our experience with TDOT Local Programs, TDOT Divisions and Multimodal sections, many municipalities and the related funding of state and federal construction projects throughout Tennessee.

Recent Project Experience (Last 5 Years)

| | |
|---|---|
| <i>City of Springfield Batson Parkway Extension TDOT STBG Conversion CEI Only</i> | <i>City of Savannah Resurfacing STBG Project TDOT NEPA-CEI</i> |
| <i>City of Springfield \$2.6M Resurfacing STBG TDOT Project Initiation Assistance</i> | <i>City of White House SR76 Widening and Sidewalks TDOT LPDO CEI Only</i> |
| <i>City of LaFollette 2015 Asphalt Resurfacing Project TDOT LPDO NEPA-CEI</i> | <i>City of White House Hester Drive Resurfacing, Sidewalks Design & CEI</i> |
| <i>City of White House Recreational Trails Grant Project TDEC Design & CEI</i> | <i>City of Morristown Roadway, Signal Safety Project</i> |
| <i>City of Memphis Traffic Signals, RR Crossing, Sidewalks TDOT Multimodal Design & CEI</i> | <i>City Lebanon Quiet Zones 2015 Design & CEI</i> |
| <i>City of Ridgetop Roadway Acceptance Inspections CEI</i> | <i>City of Newport Roadway, Signal, & RR Safety TDOT Multimodal Design & CEI</i> |
| <i>City of Knoxville Road/Bridge Repair Loves Creek Rd. Design & CEI</i> | <i>City of LaFollette 2017 Asphalt Resurfacing Project TDOT LPDO NEPA-CEI</i> |
| <i>City of White House SR258 Widening TDOT LPDO Design & CEI</i> | <i>City of Greenbrier Roadway Widening & RR Safety TDOT Multimodal Design & CEI</i> |
| <i>City of White House US31W Traffic Signal TDOT Design & CEI</i> | <i>City Of LaFollette Dossett Lane TDOT LPDO NEPA & CEI</i> |
| <i>White House Sage Rd Retaining Wall & Sidewalks CEI Only</i> | <i>City Of LaFollette Beech Street & Bridge Replacement TDOT LPDO NEPA-CEI</i> |
| <i>White House Bikepath and Sidewalks (US31W) TDOT LPDO Design & CEI</i> | <i>City of Ridgetop Resurfacing 2015 Design & CEI</i> |
| <i>City of LaFollette SR63 Sidewalks TDOT LPDO Design & CEI</i> | <i>White House Asphalt Pavement Management</i> |
| <i>City Lebanon Quiet Zones 2017 Design & CEI</i> | <i>RTA Music City Star Track Rehabilitation 2017 CEI Only</i> |
| <i>City of Knoxville CSX Bridge Repair Ed Shouse Dr. Design and CEI</i> | <i>City of White House Multi-Use Path Phase II (US31W) NEPA-CEI</i> |
| <i>City of Knoxville Bridge & Sidewalks Sutherland Ave. Design & CEI</i> | <i>City of Memphis (MATA) RR Crossing & Sidewalks TDOT Multimodal Design & CEI</i> |

Our biggest advocates are our continually returning clients. CSR maintains a solid track record of clients that utilize our services on a recurrent basis. Once projects are complete, more work is needed. Due to repeated satisfaction, our clients return without fail. As you can see below, CSR has a multitude of local and state government clients. We highly encourage contact with these entities to receive an unbiased evaluation of our engineering efforts on many projects that will be similar to yours in Ashland City.

Mrs. Karen J. McKeehan, P.E.
City of Knoxville
Department of Engineering
1400 Loraine Street
Knoxville, TN 37921
Office: (865) 215-6125

Mr. Randall Tatum, P.E.
City Traffic Engineer
City of Memphis, Engineering
980 S. Third St.
Memphis, TN 38106-2084
(901) 576-6710

Mr. Jeff Baines, PE
Commissioner of Public Works
City of Lebanon
410 Park Drive
Lebanon, TN 37087
(615) 444-0825

Mr. Dan Pallme
Multi-Modal Transportation
Resources, TDOT
Suite 1200, James K. Polk Bldg.
Nashville, TN 37243
(615) 253-1051

Ms. Simchah Edwards
Trans. Program Monitor
Local Programs Office, Ste 600
TDOT, James K. Polk Bldg.
Nashville, TN 37243
(615) 741-5323

Mr. Blake Walley
City Manager
City of Savannah, TN
140 Main St
Savannah, TN 38372
(731) 925-3300

Mr. Clayton Moore
Director of Public Works
City of Springfield
2809 Clinard Drive
Springfield, TN 37172
(615) 384-2746

Mr. David Martin
Multi-Modal Transportation
Resources, TDOT
Suite 1200, James K. Polk Bldg.
Nashville, TN 3724
(615) 253-1048

Mr. Randy Carroll
Mayor
City of Shelbyville
201 North Spring Street
Shelbyville, TN 37160
(931) 684-2691

Ms. Annie Powell
Director Grants, Tech, Research
Chattanooga Area RTA
1617 Wilcox BLVD
Chattanooga, TN 37406
(423) 629-1411

Mr. Gerald Herman
City Administrator
City of White House
105D College Street
White House, TN 37188
(615) 672-4350

Mr. Allen Nicholson
Chief of Staff
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015
(615) 533-8357

Professional Licensure:

CSR has planned for several licensed engineers, surveyors and professional environmental specialists to conduct the design, permitting and construction services for this project as listed in other sections of this Letter of Interest. We also reveal below the necessary TDOT specific Firm and Individual certifications that are required to complete this work under the TDOT Local Programs Development Office requirements.



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Capability to perform the work for the duration of the contract:

Mid-Size Firm - Appropriate Resources

Although CSR plans to continue our growth, we intend to maintain our competitively low overhead and high labor utilization of all employees. As a mid-size engineering firm that means our employees are continually active on projects in design and construction with tightly controlled non-attributable hours. This works to the benefit of all our clients whether they hire CSR on a time basis or fixed project fee. The hiring process of CSR Engineering is very meticulous to screen and prioritize those positions so that each new employee is immediately a critical contributor to our team. Moreover, we continually update to the latest versions of all accounting, project management, CAD and engineering analysis software so that no time is unnecessarily wasted on slow or incompatible files.

We also understand that there are other firms who provide quality engineering and related services. CSR Engineering continues to develop relationships with those top-notch firms that complement and supplement the resources we have in place. Most often those firms have a niche expertise that aligns with our clients' needs, but other times they serve as additional resources for our existing personnel capabilities. With all that said, our firm's efficient management and effective teaming will complete your project with unwavering engineering judgment at a competitive rate. We foresee potential subconsultant services for the lab testing portion of the CEI phase, unless Ashland City prefers to utilize TDOT Region 4 Labs.

Staff Availability

| Team Member | Role | Fall 2025 | Winter 2025 | Spring 2026 | Summer 2026 | Fall 2026 | Winter 2026 |
|-----------------------|---------------------------|-----------|-------------|-------------|-------------|-----------|-------------|
| Kevin Walker, PE | QA/QC, Principal Engineer | 50% | 50% | 50% | 50% | 50% | 80% |
| Jason Reynolds, PE | Project Manager | 40% | 40% | 50% | 50% | 50% | 50% |
| Chris Clay, RLS | Surveyor | 70% | 70% | 80% | 70% | 70% | 80% |
| Katherine Clifton, PG | NEPA Manager | 50% | 50% | 35% | 50% | 50% | 80% |
| Sean Coffelt, PE | Project Engineer | 20% | 20% | 20% | 20% | 20% | 60% |
| Phil Casterline, PE | Project Engineer | 20% | 20% | 20% | 30% | 30% | 60% |
| Barry Alexander, PE | Project Engineer | 50% | 50% | 50% | 50% | 50% | 80% |
| Daniel Ashburn | NEPA Specialist | 70% | 70% | 35% | 50% | 70% | 80% |
| Madison Schricker, EI | Project Engineer | 50% | 50% | 50% | 60% | 70% | 70% |
| Scott Butler | CEI Senior Inspector | 50% | 50% | 50% | 60% | 70% | 70% |
| Daniel Osborne | CEI Inspector & Surveys | 20% | 20% | 20% | 20% | 20% | 60% |
| Michael Henley | CEI Inspector/ Technician | 20% | 20% | 20% | 30% | 30% | 60% |
| Sarah Nowowiejski | Clerk/Office Admin | 20% | 20% | 20% | 40% | 60% | 80% |

2025-036

Size of project and unlimited prequalification status:

TDOT Prequalification for Firm

CSR Engineering, Inc

PRE-QUALIFIED FIRM

Firm's Web Site:

Pre-qualification Expiration Date:

4/29/2028

Qualification Type:

Unlimited

DOT-CS-100 Form Firm Disciplines

Firm Contact: Mr. Kevin Walker
 Email Address: kevin.walker@csrengineers.com
 Phone: (615) 212-2389
 201D Highway 49E
 Pleasant View TN 37146

Title: Principal Engineer

Home Office

Post Office Box Address:

DT-0330 Form Office Disciplines

Administrative
 CADD Technician
 Civil Engineer
 Construction Inspector
 Construction Manager
 Environmental Scientist
 Geologist
 Land Surveyor
 Project Manager
 Structural Engineer
 Technical/Analyst

DT-0330 Form Office Experience

Bridges
 Construction Management
 Environmental Impact Studies, Assessments or Statements
 Environmental Planning
 Erosion Prevention and Sediment Control
 Highways; Streets; Airfield Paving; Parking Lots
 Hydraulics & Pneumatics
 Hydrographic Surveying
 Land Surveying
 Railroad; Rapid Transit
 Rivers; Canals; Waterways; Flood Control
 Roadway Design; General
 Storm Water Handling & Facilities
 Structural Design; Special Structures
 Surveying; Platting; Mapping; Flood Plain Studies
 Testing & Inspection Services
 Traffic & Transportation Engineering

TDOT Multimodal Projects & Evaluations

While not all clients offer written evaluations at the conclusion of projects, we feel like our high rate of continued relationships and increased work with our clients is one of the highest evaluations that can be received. We have worked on multiple grant and municipality projects (from \$90,000 to \$24Million) with the City of White House, City of Lebanon, TDOT, Ashland City, LaFollette, Savannah and Knoxville to name a few. Most of these do not receive formal evaluations.

TDOT does, however, provide evaluations at the end of our projects worked across the state. We will not submit all of our evaluations with this proposal, but the following information summarizes our evaluations from TDOT.

CSR Engineering currently is in the second year of a contract with TDOT Multimodal. Our work has included 127 task orders totaling over \$1,487,836.53 and 104 task orders having been completed with evaluations returned. Highlights of the evaluation include:

- 100% of all projects were at or ahead schedule
- average completion time was 41 days ahead of schedule
- 100% of projects at or under budget
- average project was finished for 71% of the budget
- average rating was 3.7 / 4.0

Comments received by TDOT staff include "Great Job!" and "Excellent job, you have a great team working for you." CSR Engineering will be glad to make the evaluations available for the city's review.

| Contract (Years) | Completion of Draft Report Ahead of Schedule (Days) | Average Percent of Work Order Budget Used | Average Rating (out of 4) |
|----------------------------------|---|---|---------------------------|
| CE1863 (2015-2017) | 39 | 68% | 3.74 |
| CE 2110 (2018 – 2020) | 49 | 84% | 3.58 |
| CE 2274 (2021 – Current/Ongoing) | TBD | TBD% | TBD |
| CE 2499 (2023 – Current/Ongoing) | TBD | TBD% | TBD |

Active Transportation Multimodal Route USBR23 (Phase II)

Location: Sumner County, TN
Client: City of White House

Cost: \$2,000,000
Status: Complete

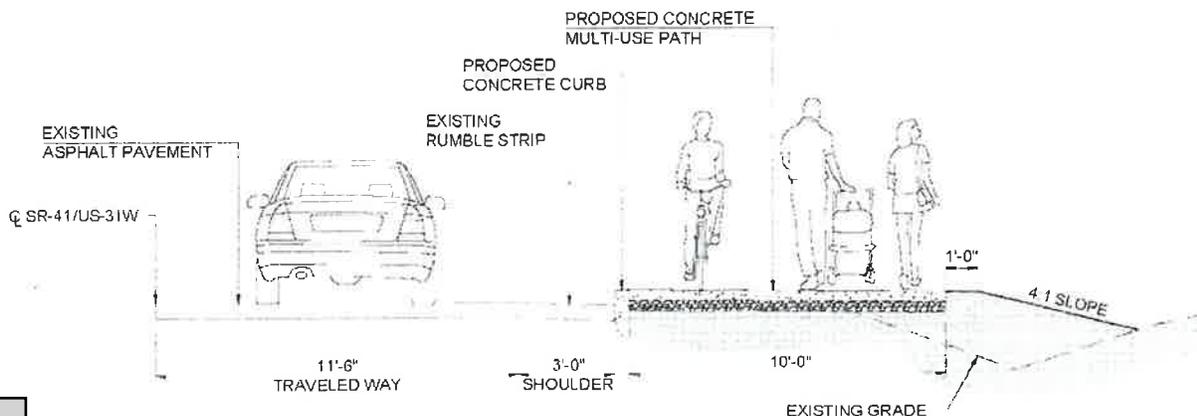


Continuing a great municipal engineering services relationship, CSR contracted to provide services for this Phase II Multimodal City Connector. Phase I brought the multimodal facilities ¾ of a mile through the heart of the City. Phase II continues from Phase I for a northerly extension of .78 miles and completes the desired trail connectivity at an existing trailhead. The scope of work for this project includes the following:

- Survey of existing ROW and infrastructure US31W, also US Bike Route 23
- 10' Wide Concrete Multituse Path
- Signage upgrades and existing bike lane modifications to MUTCD standards
- Retaining walls to keep construction within the ROW
- TDOT formatted pavement resurfacing and sidewalk installation plans
- Maximum utilization of \$2,000,000 MPO Active Transportation budget
- **Provide NEPA, Design and CEI services in accordance with City Grant**
- Utilize TDOT Local Government Guidelines and TDOT Standard and Supplemental Specifications.



With the project NEPA Categorical Exclusion complete, and currently under Design Review, this project is moving to Spring 2017. CSR will provide the full TDOT CEI services required for this Local Programs project as well as closeout of the file for final City reimbursements.



Island Home Riverwalk Plans Review

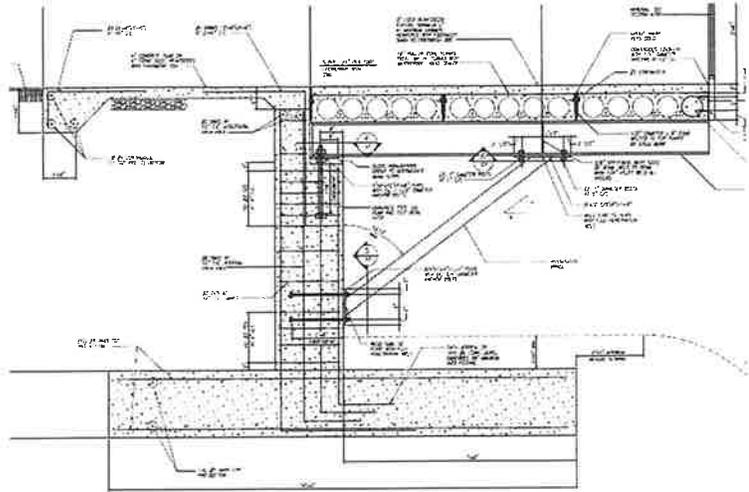
Location: Knoxville, TN

Client: City of Knoxville, TN

Status: Completed

The City of Knoxville turned to CSR Engineering for the review of a new riverwalk along the Tennessee River. The features of the proposed riverwalk included the following:

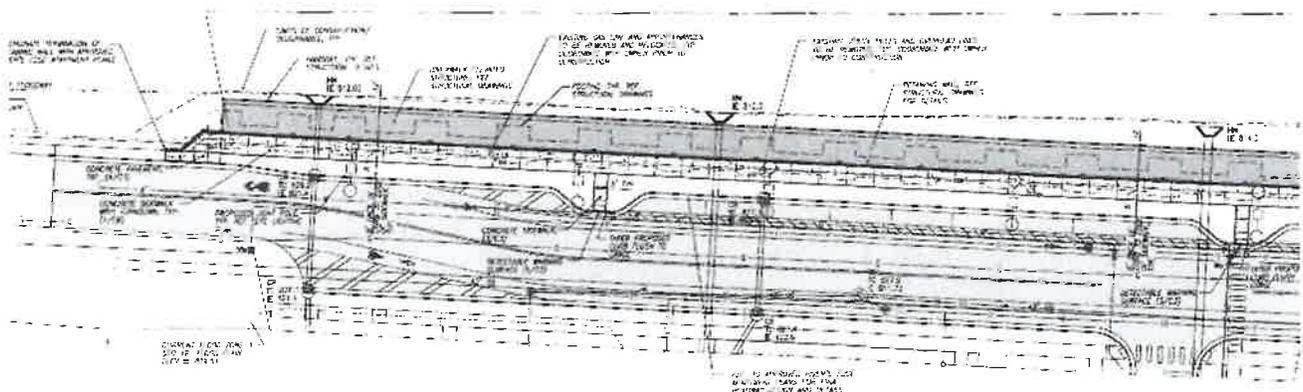
- 20 ft overall width
- 760 ft long
- 4-10 ft retaining wall along the entire length.
- 12 ft of the sidewalk was cantilevered out from the retaining wall
- Hollow core concrete panels
- Planters
- Sandblast finish concrete sidewalk
- Stabilization of river bank



The City asked CSR Engineering to perform the following scope of work:

- Conduct a structural review of the two sets of provided digital plans for the Riverwalk
- Perform structural calculations on critical structural components (cantilevers, walls, concrete spans, foundations, etc.) and details (related connections, reinforcing, etc.) within the plans to facilitate quality assurance and ensure appropriate design
- Develop and deliver a digital report (PDF) to describe the items and methodology of the review and include the resultant comments and concerns

CSR Engineering's prompt review of the plans led to several modifications of the walkway support structure, including the steel connections, wall restraint system, and the diagonal kickers.



Historic Courthouse Congestion Mitigation & State Routes 12 & 49 Signals Coordination

Location: Ashland City, TN

Stakeholders: Town of Ashland City Public Works

Status: Complete

With continued growth in the courthouse area of the Cheatham County seat, the two heavily traveled state routes and adjacent multiple intersections in Ashland City needed vast traffic improvements. Gridlock in three peak areas as well as throughout the normal daily patterns revealed many issues to resolve. Neglected maintenance to complex computer controllers, damaged detection from asphalt resurfacing and outdated equipment and decades old signal settings made for a congestion nightmare. The City consulted CSR Engineering for a thorough review of the three-signal situation and requested recommendations. Following the field review, TDOT was consulted to repair necessary loop detection devices from many years of overlays and loop malfunction. Next, repairs were directed for the improper function of 80% of 13 pedestrian call buttons and wiring that continued to max out various split times. Massive improvements were seen by the relatively minor detection repairs.



With the vision for maximized improvements, the City requested further assistance with equipment upgrades and updated timing plans. CSR conducted detailed reviews for available traffic controllers and cabinet options. Additionally, CSR simultaneously conducted turn movement counts, signal modeling and optimization. With this analysis complete, the City followed CSR's recommendation for new controllers with satellite-based timing synchronization. These new controllers on the same time allowed the City to experience a new coordinated timing schedule during peak flow periods. The coordinated rush hour flows have cleared traffic and allowed the City better transportation of its citizens with a safer, less congested commute through the City center and business district.



PROJECT PROFILE



TDOT-LaFollette Roadway & Safety Project (STP)

Location: Campbell County, TN
Client: City of LaFollette

Cost: \$540,000
Status: Complete

CSR teamed with the City of LaFollette to provide the necessary design services for the repaving of four city streets perpendicular to State Route 63 (Campbell County). The total length of milling, resurfacing, guardrail, signal loops, signage updates, and restriping extended for approximately 5 lane miles. The scope of work for this project included the following:

- Field survey to determine areas of unsuitable base
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing plans
- Maximize utilization of \$500,000 budget approved under STP program
- Assist with NEPA/Design/ROW phases necessary for continuation of the project through the Construction (CEI) completion.



CSR provided the City of LaFollette all TDOT/FHWA services for CEI work on this project according to the TDOT Standard and Supplemental Specifications --- completed December 2013.



PROJECT PROFILE



CEI for State Route 76 Sidewalks (TDOT Local Programs)

Location: Robertson County, TN
Client: City of White House

Cost: \$1,400,000
Status: Complete



The City of White House approached CSR Engineering to provide assistance for a stalled STP sidewalk project in the "town center" of their city. Upon investigation of background information and coordination with TDOT Local Programs Development Office, CSR began project administration during the pre-bid meeting on behalf of the City and as their formal representative. To summarize the project history, it began in 2006 with a contract between TDOT and White House. With engineering selection occurring

approximately 1 year later, the project began to progress but ultimately slowed due to various internal and external factors. The project essentially had NEPA, Design and ROW Clearance items of work that were in a quagmire. Within two months of oversight, CSR staff rejuvenated the project NEPA process that required re-evaluation due to a 3-year out-of-date status. Also, the construction plans were complete with final TDOT reviews underway. Last, the project ROW acquisition was concurrently resolved on two parcels to be acquired. With improved communication occurring daily between the contracted design engineers, TDOT offices, CSR Engineering staff and other stakeholders -- the project had all Local Programs clearances necessary and construction began in November of 2013. CSR over saw all stages of CEI services with the project being completed in April 2014. The construction scope of work for this project included the following:

- Grant budget approved under L-STP through Metro Nashville MPO
- Approximately .5 miles of new sidewalks and business entrances on State Route 76
- New curb and gutter and associated stormwater piping
- Utility relocations (now complete) to facilitate sidewalk installation
- Signage upgrades to meet MUTCD standards
- Resurface and restripe all new pavement and intersections
- TDOT local programs coordination for NEPA, Design, ROW, CEI.



City of Newport/TDOT Mims Signals

Location: Newport, TN (Mims & Main)

Stakeholders: Norfolk Southern RR/TDOT/City of Newport

Cost: \$400,000

Status: Complete

With a Field Safety Review complete in the downtown area of Newport, CSR Engineering assisted the City in their continued signal improvements at the same Mims intersection. CSR designed these plans with the City and approved by TDOT. CSR's role was to provide a final set of bid documents for the new signal facilities, bid and award. The scope of work for this city signal also included construction inspection and contract administration. We have further detailed the scope of work into the categories shown below:

Establish Existing Conditions

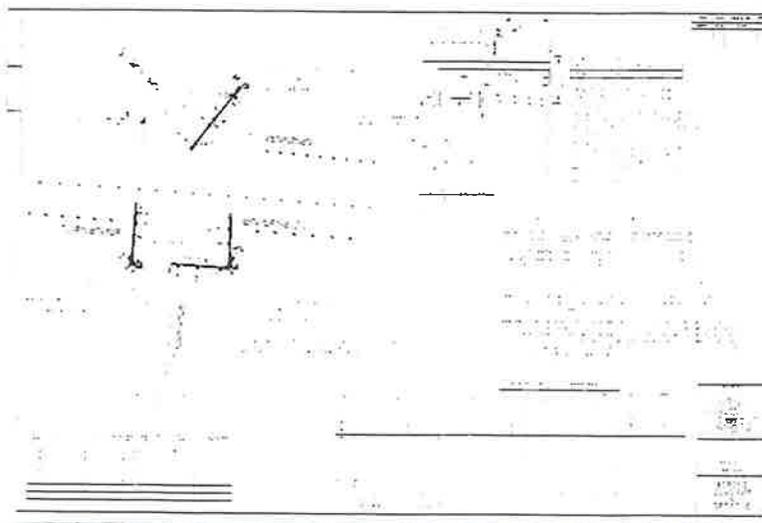
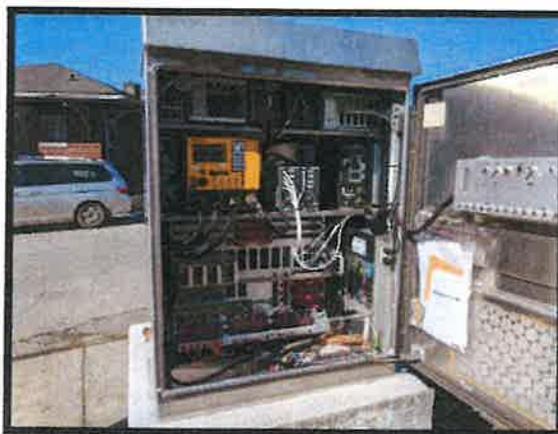
- Observation and documentation of the existing traffic control equipment, configurations and related conditions (infrastructure and volumes)

Analysis and Design

- Perform analysis of the existing and proposed conditions that include addition of various traffic control features
- Coordinate with NS Railroad to ensure compliance with NS regulations and allowable warning times
- Submit preliminary plan set of recommended modifications and coordinate approvals by the City, Railroad, and TDOT
- Revise plans and develop cost estimates for the approved improvements

Bid Documents

- Complete the Final Construction Plans to include any temporary traffic control measures, itemized quantities, DTR local work items (signal specific improvements), general and special notes, and details
- Develop a comprehensive bid package of plans and bid documents necessary for the City to let the construction of the approved Final Construction Plans
- Prepare a cost estimate for TDOT to use in preparing the contract with the City
- Deliver a digital copy and (4) hard copies of the Final Construction Plans and Bid Book to the City and TDOT
- Construction Assistance and CEI
- Review any shop drawings, RFI's and related submittals
- Assist the city with project administration and contractor payment processing



PROJECT PROFILE

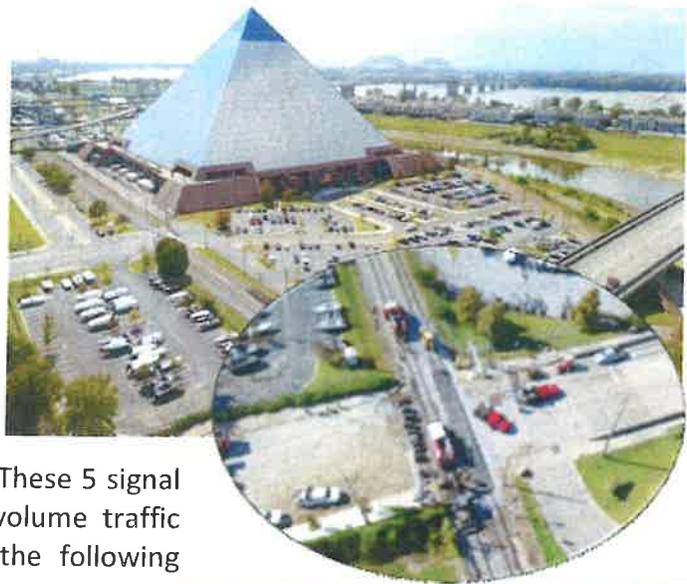


TDOT Multimodal-Memphis Signals

Location: 5 Memphis Signalized Intersections
Clients: City of Memphis/TDOT

Cost: \$2.0 Million

As part of an on-going contract with TDOT, CSR Engineering performed a safety review (DTR) with a multi-faceted team of engineers and local stakeholders in Memphis. This particular City had approximately 11 locations for safety improvements with roadway/railroad grade crossings. Five of these crossings included both rail and roadway signalization. With the field review and reports complete, CSR is now working on behalf of the City through TDOT to complete designs and construction administration on these five signal upgrades. These 5 signal projects are very complex and within high-volume traffic areas in downtown Memphis and include the following details:



- Upgrade to all signal controllers, cabinets and wiring
- New battery backup options
- Rigid Mast arm mounts vs. existing span wires
- Traffic counts, analysis and updated timing
- Preemption coordination and timing with railroad
- All LED upgraded signal heads
- New lane striping and MUTCD signage
- City of Memphis and TDOT compliance



Once design is complete, CSR is also planned to assist the City with bidding, award and contracting. Construction Engineering and Inspection is also included in the planned tasks and will complete through project closeout and reimbursement through TDOT's Multimodal, Section 130 Program.



PROJECT PROFILE

TDOT Multimodal Division As-Needed Services



Location: Statewide

Clients: TDOT

Status: On-Going

CSR Engineering has years of experience in working on and around multimodal projects. This work has been done for municipalities, industries, TDOT, and private multimodal infrastructure owners. In 2010, CSR Engineering was tasked by TDOT with updating the statewide inventory of highway/railroad at-grade crossings. This included over 3,800 crossings in 79 counties statewide. Building upon that successful project, the Multimodal Division of TDOT has retained CSR Engineering and increased their scope of work via a multi-year on-call contract. The scope of work for the contract includes



- Infrastructure Safety Improvement Projects
- Collection of Infrastructure Data and Risk Assessment
- Safety Studies
- Bridge and Track Projects
- Bridge and Track Data Collection
- GIS Mapping
- Signage/Marking Systems
- Rehabilitation Project Evaluation and Inspection
- Infrastructure Asset Management

The first task order under the contract was for the conducting, managing, and reporting of fifteen (15) diagnostic team reviews that integrated TDOT, local agencies, consultants and infrastructure owners.



The reviews focus on the following items:

- Crossing Surfaces
- Roadway/Track/Ped Geometry
- Active Warning Devices
- Signage and Striping
- Adjacent Intersections
- Drainage Structures
- ROW Limitations
- Accident History
- Traffic Data

PROJECT PROFILE



TDOT - LaFollette Safety & Resurfacing(2016-17) Engineering

Location: Campbell County, TN
Client: City of LaFollette

Cost: \$218,000

CSR teamed with the City of LaFollette to provide the necessary design services for the safety improvements & repaving of Tennessee Ave. and Loop Rd. perpendicular to State Route 63 (Campbell County). The total length of milling, resurfacing, guardrail, signal loops, signage updates, and restriping extended for approximately 2.2 lane miles. The scope of work for this project included the following:

- Field survey to determine areas of unsuitable base
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing plans
- Maximize utilization of \$218,000 budget approved under STP program
- Assist with NEPA/Design/ROW phases necessary for continuation of the project through the Construction (CEI) completion.



CSR will provide the City of LaFollette all TDOT/FHWA services for CEI work on this project according to the TDOT Standard and Supplemental Specifications. With only NEPA complete, the following pictures are intended reveal similar paving projects completed by CSR with the City of LaFollette which are on roads adjacent to this project.



PROJECT PROFILE



Knoxville Bridges, Roadway and Sidewalks

Location: Knoxville, TN

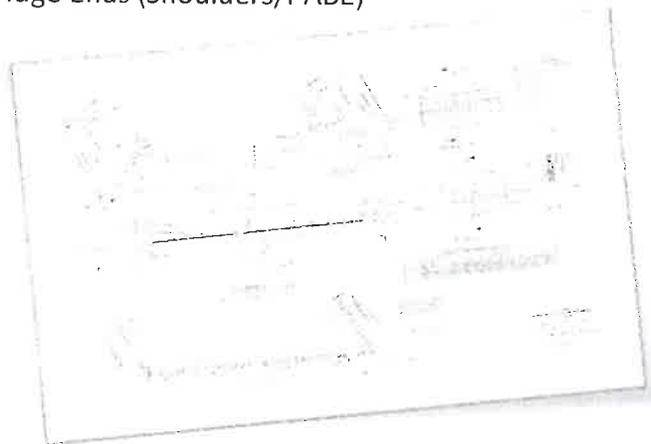
Clients: City of Knoxville, TN

Est. Construction Cost: \$1,500,000

Status: Complete

The City of Knoxville tasked CSR Engineering with design, railroad coordination and cost analysis of alternatives for two downtown bridges over highly traveled, active CSX Railroad tracks. The two arterial roadway bridges are Sutherland Avenue and Ed Shouse Drive in the heart of the urban area. The City decided to go with the rehabilitation alternatives and contracted CSR to continue with design of those plans. The survey, coordination and design process is currently underway. The bridge rehabilitation will include the following:

- Drainage Analysis and Improvement off Bridge Ends (Shoulders/PABE)
- Abutment Wall Repairs/Modifications
- Embankment Repair
- Deck Repair and Overlay
- Deck Joint Repair
- Partial Depth Deck Repairs
- Bridge Rail Replacement
- ADA Sidewalk Replacement
- 25' Approach & Guardrail – New & Improvements
- Install appropriate Signage



These repairs will improve the bridges by ensuring structural sufficiency and improving functionality (Geometric) to current AASHTO and FHWA standards – all while under phased construction to maintain high traffic flows within the metropolitan area.

Other pertinent details within the plans will include:

- Deck Concrete Evaluation
- Traffic Control/Detour Plans
- EPSC Plans
- Permit coordination
- Bidding assistance
- CSX coordination



The total project cost is estimated to approach \$1.5 Million for the bridges completely funded by the City of Knoxville. CEI requirements are planned to remain under control of the City of Knoxville Engineering (Construction) Division.

PROJECT PROFILE



CSX/WTNRR Pedestrian Tunnel

Location: Jackson, TN
Client: Lane College

Cost: \$240,000
Status: Complete

In March 2010, Lane College contacted CSR Engineering with a significant dilemma. Their newly constructed residence hall was on the opposite side of the West Tennessee Railroad from their main campus. Students were crossing the railroad tracks by the residence hall rather than walking the extra quarter-mile necessary to cross safely at the adjacent road crossing



A Preliminary Engineering Report was completed within two weeks that identified a pedestrian underpass as the safest most cost-effective solution. The college concurred with the recommendations of the report and asked CSR Engineering to begin final design in early May. To further expedite the process, the college also challenged CSR Engineering take this contract on as a "design-build" project. Since CSR Engineering is also a fully licensed contractor in the State of Tennessee (License #62885) the challenge was accepted.

By coordinating closely with Lane College and the West Tennessee Railroad a final design was reached by the end of May. The final design included:

- An 8'x8' pre-cast concrete box culvert as the underpass
- Pre-cast concrete wing walls to shorten construction time
- ADA compliant ramps, sidewalks, and handrail
- Taller headwalls on an adjacent brick arch culvert
- Landscaping
- Security Lighting



The pre-cast construction method allowed the box culvert to be installed within a 60-hour construction window granted by the railroad. The pedestrian underpass was installed and serviceable by August 3rd with construction 100% complete on August 13th, prior to student use in the fall semester. With CSR Engineering designing, managing, and constructing the project, it was successfully finished on time and under budget.

PROJECT PROFILE



Rails to Trails Bridge Inspections

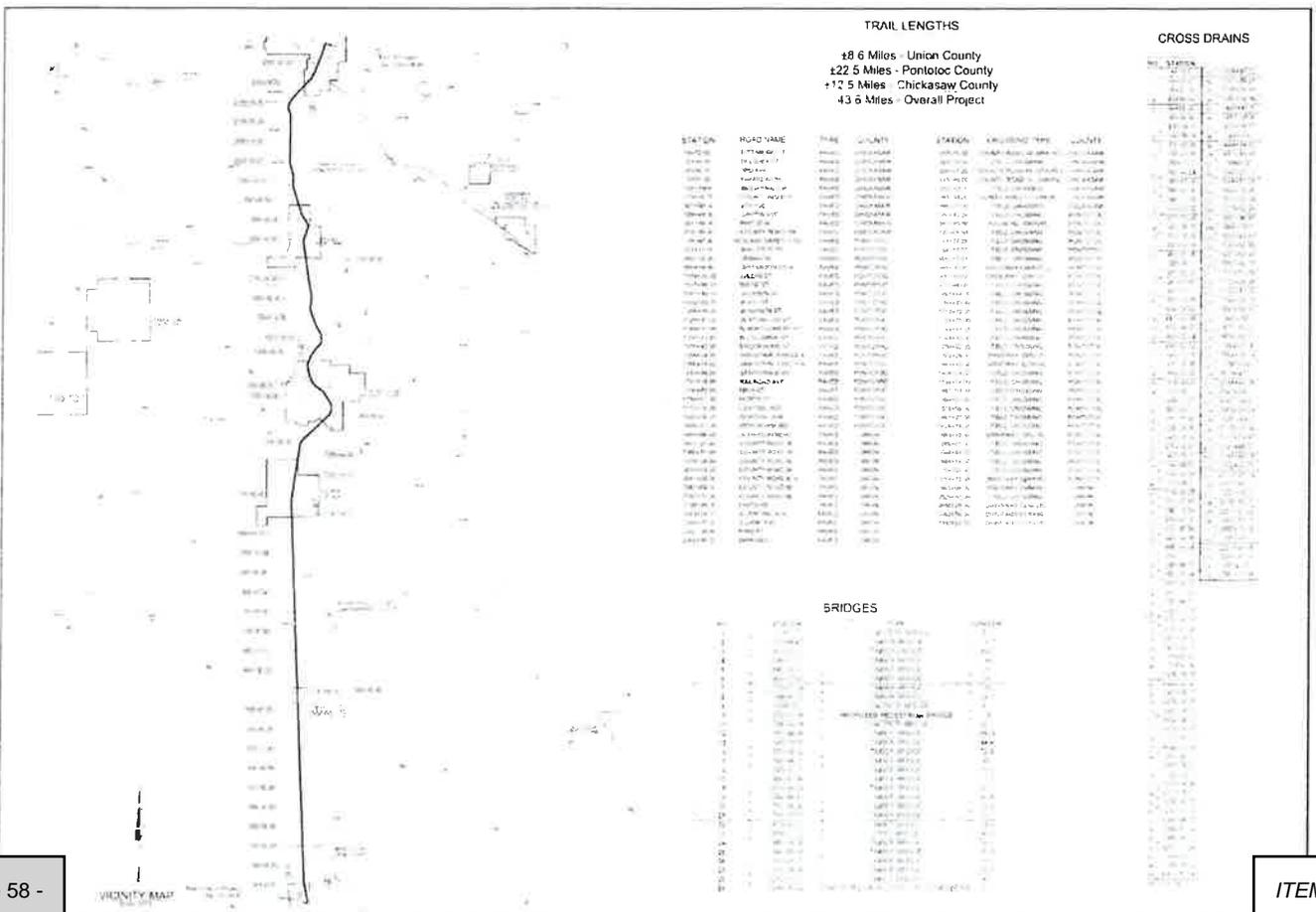
Location: Union, Pontotoc & Chickasaw Counties, MS
Client: MDOT/Engineering Solutions, Inc.

Status: Complete

The Mississippi DOT administers Rails to Trails funds in a similar fashion to the Tennessee DOT and distribution of Federal funds. Our compatriots at ESI in Mississippi requested our services to help continue the progression of their Rails to Trails design project that covers multiple counties for several miles. CSR Engineering was to provide assistance through:



- Inspection, evaluation and reporting for 28 bridges along the proposed route
- Inspection and recommendations concerning 88 existing railroad and highway intersections that will become pedestrian walkway and roadway at-grade crossings in the near future.



PROJECT PROFILE



Cheatham County Railroad Authority Engineering Services

Location: Davidson and Cheatham Counties, TN
Client: Cheatham County Railroad Authority

Status: On-going

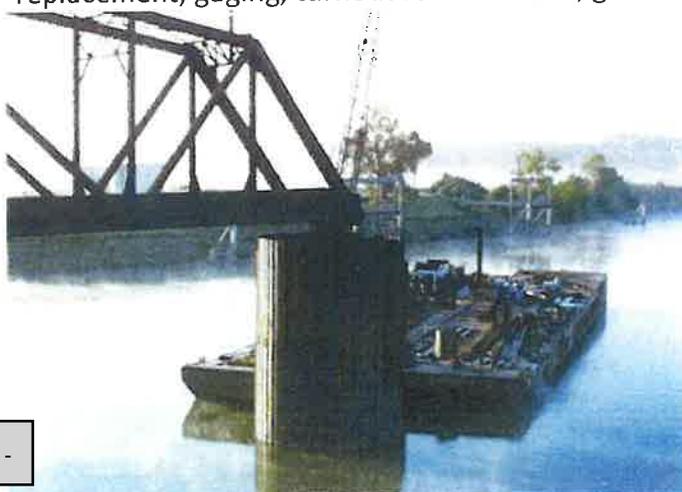
The Nashville & Western Railroad is a 21-mile long short line railroad that runs from Nashville to Ashland City, Tennessee. Approximately 4 miles of the line in downtown Nashville has continually provided freight service, but the rest of the line had not been used since 1994. This 17-mile long portion of the railroad was unused due to several large bridges in serious condition. In 2001 with a new operator on board, it became the goal of the railroad to reopen service to Ashland City, Tennessee. CSR Engineering has assisted the CCRA in the process of reopening the railroad to Ashland City. The work has included:

- A \$2.3 million loan through FRA's Railroad Rehabilitation and Improvement Financing (RRIF) program. This funding in conjunction with local and state funding allowed the railroad to reopen 13 miles of track on the Ashland City side of the Cumberland River.



- Design of repairs to ten timber bridges and the fill-in of six bridges on the line. The bridge fill-ins include modeling the stream crossings in HEC-RAS and obtaining approval from the Metro Stormwater Management Committee and the Tennessee Department of Environment and Conservation. One trestle that was filled was the 800 foot long Emerald Drive Bridge that was replaced by two cast-in-place box culverts (12'x8' and a three-barrel 16'x8'), a vehicular access tunnel and 34,000 CY of fill.

- Design and construction monitoring of extensive repairs to the track including tie and rail replacement, gaging, turnout rehabilitation, grade crossing improvement, and drainage improvements. One slope adjacent to the Cumberland River was also repaired where the river had eroded the railroad embankment to the extent that the ties were suspended above the river.



- Design is currently underway on the replacement of the 280' long bridge over Old Hickory Blvd. at M.P. 10.6 in Scottsboro.

PROJECT PROFILE

CSR
Engineering

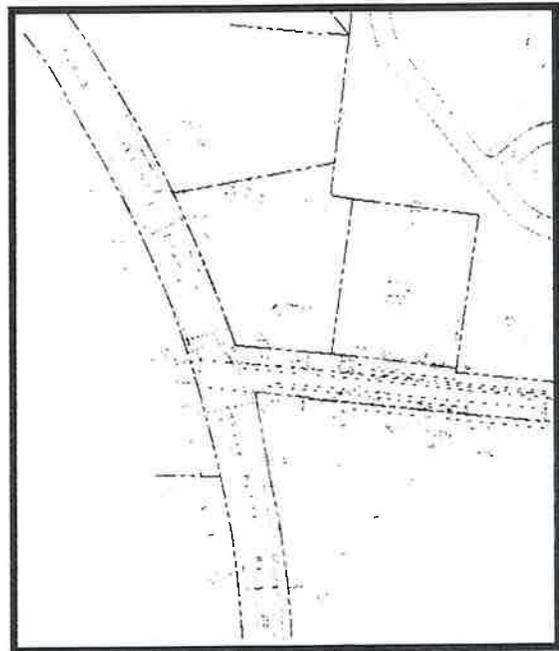
TDOT Spot Safety Intersection (Local Programs)

Location: Sumner County, TN
Client: City of White House/TDOT Safety Office

Cost: \$400,000
Status: Complete

CSR teamed with TDOT Local Programs, TDOT Safety Office and the City of White House to provide the necessary **NEPA** documentation, **design** updates, **ROW** review for previous acquisitions and **CEI services** for the intersection turn lane additions along State Route 258 and local collector South Palmers Chapel in White House, TN. Due to school additions near the site, the City/State needed safety improvements for the increased traffic loads and turning movements in this area. With a long standing delay for environmental shortcomings, design inadequacies and ROW "redflags", CSR had a large task in reviving this long-needed project for the affected citizens. With the budget for this project at risk, CSR helped the City seek Spot Safety funds for construction at 100% funding and resuscitated the formally stalled improvements. The project included some of the following highlights:

- NEPA Categorical Exclusion Documents
- Survey of existing ROW and infrastructure on sections of a State and Local Route
- Redesign to TDOT design standards
- Intersection design upgrades to meet MUTCD standards
- Add a new turn lane to accommodate queues on each of the three existing traveled routes
- Restripe all new pavement and intersections to include buried wiring for actuated controls
- Ensure coordination with TDOT Spot Safety Office for 100% Construction funding
- **Design, Permits and CEI services in existing ROW with utility make-ready coordination.**



PROJECT PROFILE



TDOT Local Programs Multimodal Route USBR23

Location: Sumner County, TN
Client: City of White House

Cost: \$600,000
Status: Complete

Under the **Nashville MPO Active Transportation Grant**, CSR teamed with the City of White House to provide the necessary design services for the pedestrian and sidewalk facilities through the heart of their City Center. The total length of milling, resurfacing, signage updates, restriping and sidewalk improvements extends approximately $\frac{3}{4}$ miles and connects to existing City trailheads and greenway systems. The scope of work for this project includes the following:

- Survey of existing ROW and infrastructure on sections of two State Routes
- Signage upgrades to meet MUTCD standards
- Restripe all new pavement and intersections
- TDOT formatted pavement resurfacing and sidewalk installation plans
- Maximize utilization of \$450,000 budget approved under STP program and MPO
- **Provide NEPA, Design and CEI services in existing ROW to remove acquisition costs**
- Utilize Local Government Guidelines and Standard and Supplemental Specifications.



With the project design complete and the ROW clearance at hand, this project went to construction in the fall of 2014. CSR provided the full TDOT CEI services required for Local Programs projects as well as closeout of the file for final City reimbursements. The project was completed in early 2015.



PROJECT PROFILE

CSR
Engineering

Local Programs Sidewalk (TDOT – STP)

Location: Campbell County, TN

Client: City of LaFollette

Cost: \$140,000

Status: Complete

After completing a recent STP resurfacing project for the City, LaFollette contacted CSR to provide the necessary **NEPA, Design and CEI** services for the installation of three sections of sidewalk along State Route 63 and State Route 9 in the heart of their city center. The total length of sidewalk replacement and new installation is approximately 2,000 feet. The scope of work for this project includes the following:

- Coordinated City Force Account demolition
- Replace existing 15' wide curb and sidewalk along urban business fronts
- Install new curb, 2' grass strip and 6' pedestrian walk along 1300' of State Route
- Install new section of sidewalk and crossing improvements serving a local school
- Signage upgrades to meet MUTCD standards
- New ADA ramps and striping at intersections
- TDOT formatted pavement improvements and sidewalk installation plans
- Maximize utilization of local agency funds budget approved under STP program
- **Provide NEPA, Design and CEI services in State and City ROW to remove acquisition costs**
- Utilize Local Government Guidelines and Standard and Supplemental Specifications.



CSR also contracted to assist the City of LaFollette by providing the necessary services for all **bidding and CEI work** on this project according to the **TDOT Local Government Guidelines**.



PROJECT PROFILE

CSR
Engineering

TDEC Recreational Trails Grant (RTP)

Location: White House, TN

Clients: City of White House, TN

Cost: \$215,000

Status: Complete

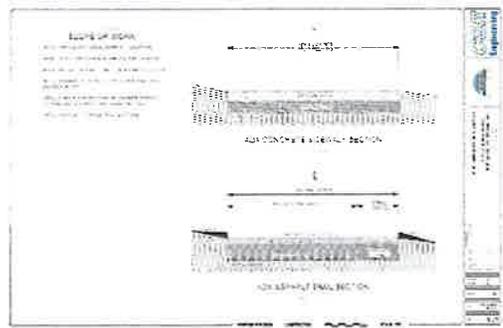
Due to City applauds for the recent Greenway repairs, White House returned to CSR Engineering for consultant services to assist the White House Parks Department by developing preliminary plans, details and cost estimates for a trail grant submittal. The Tennessee Department of Environment and Conservation Recreational Trails Program assists local communities with funding for improvements related to existing or new trails projects within a public parks system. With CSR Engineering's grant assistance, the Parks Department was awarded the RTP Grant for costs along this existing trail in White House's Municipal Park. The City coordinated NEPA approval and charged CSR with Design, and full **Construction Administration above and beyond the typical CEI requirements (to TDOT/FHWA standards)**. The project's scope of work included the following:

- **Widen existing 6' asphalt trail to new 8' width for 4500'**
- **Install minimum 1.5" asphalt overlay on 8' wide trail section for 4500'**
- **Install 2 new, 5'-wide sections of concrete sidewalk totaling 450' as connectors to existing trail and adjacent neighborhood**
- **Install outlet protection at one culvert location**
- **Install cmp culvert cross drains at 7 locations**
- **Install trail route appropriate signage and ada improvements**
- **Erosion prevention and sediment control measures**

Other features of this project included the following:

- **80% Federal/State Funding**
- **20% Local Funding Match**
- **100% Locally Managed**
- **ADA & MUTCD compliance.**

With the project complete, CSR is moving LPRF and RTP Grant submittal considerations with the City on other desired infrastructure improvements in their local Park facilities.



PROJECT PROFILE



Multimodal Greenway Repairs (FEMA-ARRA)

Location: White House, TN

Clients: City of White House, TN

Cost: \$97,000

Status: Complete

As part of continuing consultant services for the City, CSR assisted the White House Parks Department by designing and performing CEI services for the construction of greenway repairs associated with the flood of May 2010. CSR Engineering's role encompassed **Design, Permitting, and Construction Inspection**. This FEMA funded, City managed project had federal and local oversight with a widespread scope of work. The project's scope of work included the following:

- Gabion retaining wall concrete foundation installation and basket replacement
- Asphalt and base repair to undermined sections of the greenway path
- Replacement of eroded shoulder sections of the trail
- Cross drain outlet protection
- Rip-rap protection at bridge abutment corners
- Adjacent soils replacement, seeding and strawing, and erosion control matting
- Boundary fence replacement
- Erosion Prevention and Sediment Control measures



Other features of this project included the following:

- 100% FEMA funding and oversight
- TDEC ARAP approval and compliance.

This project was completed **100% within budget** (no overages) in the winter of 2011 while the Greenway was still in use. FEMA and the local flood management coordinator review of the project was excellent and provided **immediate reimbursement to the City**, and now citizens applaud the rehabilitated and highly used trail facility.



PROJECT PROFILE

City of Springfield Greenway & Sidewalks

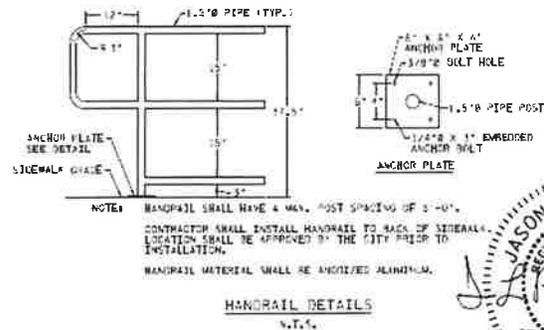
Location: Springfield, TN
Client: City of Springfield



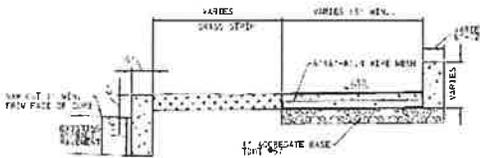
Cost: \$800,000
Status: Bidding

The Public Works Director for the City of Springfield contacted CSR to provide the necessary Design services for the installation of three sections of sidewalk along three City streets in the heart of their city center. These sidewalks were connections for the greenway, parks and historic downtown area. The total length of sidewalk replacement and new installation is approximately 12,000 feet. The scope of work for this project includes the following:

- Phased construction with possible Coordinated City Force Account demolition
- Replace existing curb, grass strip and pedestrian way along urban residential fronts with varying cross sections
- Install new section of sidewalk and crossing improvements serving a local school
- Striping upgrades to meet MUTCD standards
- New ADA ramps and striping at intersections
- TDOT formatted pavement improvements and sidewalk installation plans
- Maximize utilization of local agency funds budget approved under phased approach
- Provide Design and likely CEI field services in State and City ROW
- Utilize City standard details modified to fit project within existing ROW
- Coordinate with land owners for appropriate construction easements



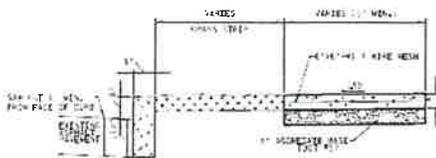
JASON
REGISTERED
ARCHITECT



NOTE: ROADWAY CURB AND EACH OF SIDEWALK CURB FROM PCC NEW SECTIONS, REMOVAL, REPLACEMENT, OR SECTIONS TO REMAIN SHALL BE FIELD LOCATED.

NOTE: BACK OF SIDEWALK CURB TO REMAIN ON ALL EXISTING SECTIONS, NEW SECTIONS SHALL MATCH ADJACENT STYLE AND DIMENSIONS. CARE SHALL BE TAKEN TO NOT CHANGE THE EXISTING CURB. SECTIONS CHANGED DURING REMOVAL OF SIDEWALK SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

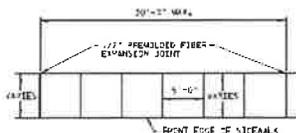
DETAIL "A"
SIDEWALK WITH POST CURB, GRASS STRIP, AND RETAINING WALL
N.T.S.



NOTE: ROADWAY CURB AND EACH OF SIDEWALK CURB FROM PCC NEW SECTIONS, REMOVAL, REPLACEMENT, OR SECTIONS TO REMAIN SHALL BE FIELD LOCATED.

DETAIL "B"
SIDEWALK WITH POST CURB AND GRASS STRIP
N.T.S.

JOINT SHALL BE FINISHED:
1/4\"/>



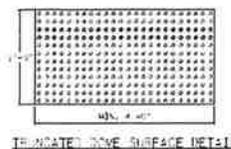
NOTE: 1/2\"/>

ALL LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE CUT TO A DEPTH NOT LESS THAN 1 INCH USING A POSITIVE TOOL.

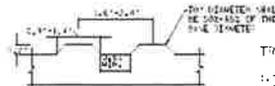
SAW CUTTING OF JOINTS SHALL NOT BE PERMITTED.

ONE LONGITUDINAL JOINT MARKING WILL BE REQUIRED ON SECTIONS OVER 3 FEET BUT LESS THAN 9 FEET IN WIDTH.

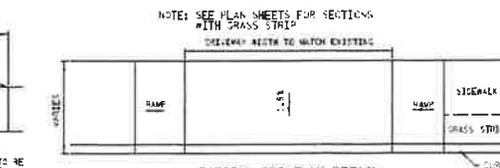
TYPICAL SIDEWALK JOINT MARKING DETAIL
(PLAN VIEW)
N.T.S.



TRUNCATED DOME SURFACE DETAIL
N.T.S.



TRUNCATED DOME SURFACE ELEVATION VIEW (TYP.)
N.T.S.

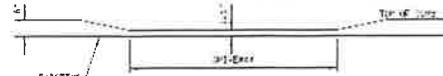


NOTE: SEE PLAN SHEETS FOR SECTIONS WITH GRASS STRIP.

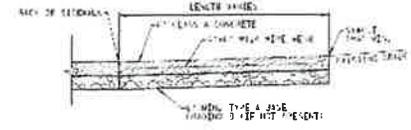
DEVELOPER MUST MATCH EXISTING.

TYPICAL DRIVEWAY DETAIL
(PLAN VIEW)
N.T.S.

NOTE: ALL DRIVEWAYS TO HAVE 6\"/>



TYPICAL CURB TAPER DETAIL
N.T.S.



TYPICAL CONCRETE BUSINESS AND RESIDENTIAL ENTRANCE DETAIL
N.T.S.

TRUNCATED DOME SURFACE NOTES:

1. THE DETECTABLE WARNING SHALL EXTEND THE FULL WIDTH OF THE CURB AND EXCLUSIVE OF FLARED SIDES) AND SHOULD EXTEND ONLY 2 FEET IN THE DIRECTION OF TRAVEL.
2. THE DETECTABLE WARNING SURFACE SHALL BE YELLOW. THE CURB YELLOW IS NOT TO BE YELLOW IS THE LAST YELLOW & VISUALLY IMPAIRED PERSON CAN DETECT PRIOR TO TOTAL LOSS OF VISION. TRUNCATED DOME SURFACES SHALL BE CONSTRUCTED USING PRODUCTS APPEARING IN THE TEST QUALIFIER PRODUCTS LIST (2011) 11.



CSR Engineering Inc.
2010 Hwy. 49E
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

September 19, 2025

Allen Nicholson
Town of Ashland City
405 N. Main Street
Ashland City, TN 37015

RE: PROPOSAL FOR ENGINEERING SERVICES FOR THE TOWN OF ASHLAND CITY CUMBERLAND RIVER BICENTENNIAL TRAIL - PHASE 2 PIN 133524.00 (TDOT-LPDO) – ASHLAND CITY, TENNESSEE

Mr. Nicholson,

CSR Engineering, Inc. is pleased to offer services to your organization on your upcoming Cumberland River Bicentennial Trail - Phase 2 Project along the RJ Corman railbed (2800 linear feet) from Mulberry Street to Tennessee Waltz Parkway and according to your state approved TAP allocation for PIN 133524.00 scope of work. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the **General Scope of Work** shown below and cover the entire process through TDOT's Local Programs Office and project administration for the City.

General Scope of Work

- Responsible for and Perform Engineering services for the Full NEPA, Design, ROW & CEI Services Per TDOT-LPDO requirements within the Local Government Guidelines and as described following:

1. NEPA (C-List Categorical Exclusion)

- a. **Public Meetings:** As required for public hearings or meetings from Ashland City Administration or a Public Involvement Plan, CSR will develop documents and handouts accordingly. A CSR representative will be in attendance and assist with the City ran meeting.
- b. **Categorical Exclusion (CE) Environmental Document:** CSR will prepare a Categorical Exclusion (CE) Environmental Document through the TDOT-Environmental Section. This includes the evaluation, research, coordination, and documentation necessary for submittal. Other possible items of work include environmental and permit services beyond the typical CE requirements (not included) and may be added if endangered species or other environmental information is found during the Categorical Exclusion process. C-list CE's are the typical project guiding parameters for this type of project – other NEPA requirements may be more in depth depending on the project scope or existing conditions as information develops.

2. Design

- a. **Conceptual and Preliminary Plans:** This phase includes the continued required survey operations and development of preliminary plans. These plans will be developed into working drawings to be presented to City Staff for coordination and meeting City desires within the bounds of the funding and project scope. Iterations of this process drive the construction plans and details development for the final outcomes of the project.
- b. **Initial ROW/Utility Coordination:** Plans may be submitted during this phase to the affected utility companies identified under the surveying task. No utility design or relocation is within the City's requirement nor expected based upon TDOT and project requirements, but will be a consideration depending on the project development. Utility coordination will begin to occur during design but will finalize with all utility owners during the formal ROW phase shown below utilizing the project plans information. ROW acquisition is not expected in the project nor included in this scope of work other than coordination for easement/lease/license agreements.
- c. **Construction Plans and Bid Package:** Construction plans will be developed and finalized according to TDOT design guidelines in order to receive their approval and incorporate necessary utility modifications and coordinations. CSR will prepare a bid package containing specifications and plans for the City to issue for bids. The final set of plans for construction will include:
 - Finalized roadway/trail details and documents
 - Quantities with General and Special Notes
 - Erosion Prevention and Sediment Control
 - Signage Plans
 - Striping Plans (if applicable)
 - Traffic Control in accordance with MUTCD (limited to portions required to construct)
 - Drainage Details

A final estimated quantities and opinion of probable cost will be determined and included in documents once plans are approved. The quantities and opinion will be based primarily on TDOT Items and Average Unit Prices and will consider recent similar bid prices in this area.

3. Right-of-Way Certification (Coordination Only – No Acquisition)

It is currently planned that this project will be done completely within existing railroad right-of-way and city or state owned property. Therefore, no right-of-way acquisition services have been discussed in this proposal. If the project scope of work changes or ROW acquisition becomes mandatory, then CSR Engineering will confer with the City at that time.

Regardless of acquisition requirements, staking of project improvements is included during this phase to allow clear coordination with affected utilities. During the ROW certification process with TDOT, CSR will also submit plan documents to obtain any municipality permits as required by local regulations. A TDEC NPDES General (not Individual) permit is highly likely and anticipated for this project and included in this scope of work. With the railroads aspects of this project, the ROW efforts will need to incorporate certain federal and state regulations, and adhere to the same, as with any other FHWA/TDOT Local Programs project.

Upon TDOT approval of all ROW/Utility/Construction Plans and Bid Documents, CSR will move to aid the City in letting the project to bid. For bidding assistance, CSR will prepare a bid package containing specifications, plans, and other bid book documents for the City to advertise and issue for bids. A pre-bid meeting will be attended as well as any City Council meetings necessary. CSR will review the bids with the City and TDOT prior to award.

4. Construction Engineering & Inspection (CEI)

Construction Engineering Inspection (CEI) The Construction Engineering Inspection effort is based on construction observation over a construction period as required in bid documents and TDOT CEI requirements. As shown in the submittal CSR Engineering is fully qualified/certified to provide the CEI services as required by TDOT LPDO Guidelines and includes but is not limited to the following per the manual:

- Pre-construction conference
- Observe all site construction activities
- Review and approval of all job mix formulas and contractor quality control plans
- Maintain project files, logs and daily diary
- Record and respond to RFI's
- Monitor, evaluate and respond to project change order and plan revision requests
- Monitor and report to the City any environmental concerns
- Conduct project meetings, as required
- Erosion Prevention/Sediment Control (ESPC) Inspections
- Traffic Control inspections
- Material testing and certification and collection of required T2 forms
- Shop drawing review and approval
- Review contractor's payroll (Weekly) and contractors pay requests (Monthly)
- State and Federal wage rate interviews and compliance assurance
- Provide punchlist
- Project closeout

Services provided will be limited to the specific scope of work defined above. The City shall coordinate with CSR on a timely basis to facilitate expedient progress through all required phases of TDOT LPDO. Any subsequent engineering services determined by the Town of Ashland City will be included in later proposals.

The fee for these services will be a lump sum of \$204,000.00 billed at completion of the following key milestones:

| | |
|--------------------------|----------------------|
| I – NEPA Services | \$ 15,000.00 |
| II – Design Services | \$ 53,500.00 |
| III – ROW Services | \$ 6,500.00 |
| <u>IV – CEI Services</u> | <u>\$ 129,000.00</u> |
| Total | \$ 204,000.00 |

CSR's engineering services will be subject to the Terms and Conditions as attached as Exhibit "A". We will bill by approximate percentage complete at the end of each key project milestone. The fee quoted includes compensation for basic services for the Town of Ashland City defined herein. We will begin work immediately as per our discussion and will work on

Town of Ashland City
September 19, 2025
Page 4

a reasonable schedule to submit documents for your review. If this scope of work is not in line with your desires, we shall revise the scope of work and resubmit for your approval. We can revise the scope to cover any alternative services that better fit your needs.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

Sincerely,



Jason Reynolds, PE
Project Manager

Accepted by: _____ Date _____
Town of Ashland City (Tennessee)

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. Relationship between Engineer and Client.

Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. Responsibility of the Engineer.

Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. Responsibility of the Client.

Client shall provide all criteria and full information as to his

requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. Designation of Authorized Representatives.

Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. Ownership of Documents.

Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. Reuse of Documents.

All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. Opinions of Cost.

Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over

competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required

by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation

support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverage identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred

from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

RESOLUTION 2025-42

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE,
ADOPTING CHARITABLE DONATION POLICY GUIDELINES.**

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

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

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

1. Qualifying Agencies:

a. Nonprofit charitable organizations

i. No part of net earnings inures to the benefit of any individual

ii. Must provide year-round services benefitting the general welfare of the residents of the Town of Ashland City.

b. Nonprofit civic organizations

i. Operates primarily for civic betterments and social improvements through efforts to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation. Typically this organization is formed under 26 U.S.C.A. 501 (c)(4) or (c)(6).

2. Further qualifications for funding consideration:

a. Must be based in, or its activities closely affiliated and aligned with the Town of Ashland City.

b. Must not be the recipient of any other financial or other type of assistance from the Town of Ashland City.

c. Activities must benefit the citizens of the Town of Ashland City.

3. Submittal requirements:

a. A copy of the most recent annual audit which must be within two years of agencies current Fiscal Year.

b. A description of the program that serves the residents of the municipality.

c. The proposed use of the municipal assistance.

d. Proof of nonprofit registration.

e. Completed city application from.

f. copy of current Form W-9.

3. All submittals shall be done between January 1 and March 1 of each calendar year.

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

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

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

This resolution shall take effect 20 days after its passage, the public welfare requiring it.

READ, ADOPTED, AND APPROVED this the 14th day of October 2025.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE



APPLICATION TO REQUEST

NAME OF ORGANIZATION:

ADDRESS:

CONTACT PERSON:

TYPE OF AGENCY (CHOOSE ONE)

Nonprofit charitable organization

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

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

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

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

Do you have proof of nonprofit registration?

YE

NO

If NO – STOP. You are not eligible

Are you a United Way funded agency?

YE

NO

If NO – STOP. You are not eligible

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

YE

NO

If YES – STOP. You are not eligible

DONATION

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

* _____

* _____

* _____

* _____

* _____

* _____

SUBMITTAL RERQUIREMENTS

Eligible agencies must attach the following materials to this application.

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

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

SIGNATURE OF PERSON APPLYING:

TITLE OF PERSON APPLYING:

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

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

Resolution No. 2025-43

**A Resolution of the Town of Ashland City, Tennessee
Amending the Fiscal Year 2026 Budget**

- WHEREAS** the governing body adopted the fiscal year 2026 budget by ordinance number 641 on the 22nd day of July 2025 and submitted the budget to the Tennessee Comptroller of the Treasury, Division of Local Government Finance, for review.
- WHEREAS** the Tennessee Comptroller’s Division of Local Government Finance has required an amendment to the budget pursuant to Tenn. Code Ann. § 9-21-403.
- WHEREAS** pursuant to Tenn. Code Ann. § 9-21-108, at the direction of the Tennessee Comptroller of the Treasury, or the Comptroller’s designee, any budget amendment required pursuant to Tenn. Code Ann. § 9-21-403 may be amended by resolution of the governing body.
- WHEREAS** pursuant to the Tennessee Budget Manual for Local Governments, to be eligible for approval, the budget must be amended by resolution and returned to the Tennessee Comptroller’s Division of Local Government Finance within 45 days of the date of the letter requiring the amendment. Should the budget not be approved, the municipality will not be able to issue debt beyond an emergency financing preapproved by the Comptroller’s Division of Local Government Finance.
- WHEREAS** adoption of a budget amendment by resolution is permitted by state law to meet a condition for approval of the annual budget by the Tennessee Comptroller of the Treasury, or the Comptroller’s designee, and all other budget amendments shall be made consistent with the public and/or private act(s) that govern the budget adoption and amendment process of the municipality.

NOW, THEREFORE, be it resolved by the Mayor and Council of the Town of Ashland City, Tennessee that it hereby adopts the following changes to the fiscal year 2026 budget.

| | <u>Beginning Budget Expenditures</u> | <u>Adjustment Amount</u> | <u>Ending Budget Expenditures</u> |
|--|--|------------------------------|---------------------------------------|
| General Fund | | | |
| Finance Department Expenditures | \$1,355,584 | \$200,254 | \$1,555,838 |
| Total General Fund Expenditures | \$11,909,116 | \$200,254 | \$12,109,370 |

We, the City Council, are meeting in Regular Session on this the 14th day of October 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attested:

Mayor Gerald Greer

Violet Black Designee for City Recorder
Mary Molepske



PROFESSIONAL QUOTATION

CSR Engineering, Inc. | 2010 Highway 49E, Pleasant View, TN 37146
P (615) 212-2389 F (615) 246-3815

PROJECT
JW Johns, Jr. Park
Drainage & Sidewalks

CLIENT
Town of Ashland City

PROPOSAL NO.
2025-40

DATE
9/19/2025

ADDRESS
405 N. Main Street

CITY/STATE/ZIP
Ashland City, TN 37015

PHONE
(615) 792-4211

E-MAIL
anicholson@
ashlandcitytn.gov

REPRESENTATIVE
Allen Nicholson &
Anthony Clark

PREPARED BY:
Jason Reynolds, PE

PAYMENT TERMS
Net 30

| QUANTITY | DESCRIPTION | AMOUNT |
|----------|---|-------------------|
| 1 | Drainage Survey, Analysis & Design | \$7,500.00 |
| 2 | Concrete ADA Seating/Access + Sidewalk Connections Field 1 to Field 2 and to Field 3 | \$8,500.00 |
| 3 | Construction Assistance a) Cost Estimates to maximize utilization of available funding and select work for bidding requirements b) Bid Documents Development Bidding/Contracting Assistance c) Bidding/Contracting Assistance d) Limited Construction Assistance for compliance/payment e) City's Representative for Contractor Communications (as needed) | \$3,500.00 |

TOTAL \$19,500.00

INCLUDES STANDARD CONDITIONS INCLUDED IN EXISTING CITY-CSR CONTRACT AND: CSR is not offering costs associated with other services such as geotechnical explorations, utility designs, environmental assistance nor project field design modifications not specifically listed as part of this quote.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REPRESENTATIVE

STANDARD TERMS AND CONDITIONS

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



LABTRONX

Laboratory Equipment Experts
501 Metroplex Dr., Suite 109
Nashville, TN 37211

Estimate

Date
09/30/2025

Estimate No.
18275

Bill To
Accounts Payable
Ashland City, TN WWTP
P.O. Box 36
Ashland City, TN 37015

Ship To
Ashland City, TN WWTP
199 Rhea Street
Ashland City TN 37015
United States

TOTAL

\$3,116.00

Expires: 10/30/2025

| | | | |
|----------------------|------------|--------------------------------|------------------------|
| LX Technician | PO# | Contact Billy Harris | Terms Net 30 |
|----------------------|------------|--------------------------------|------------------------|

| Item | Field Asset | Quantity | Price | Amount |
|--|-------------|----------|------------|------------|
| A/A Asset Calibration (SA) | | 1 | \$0.00 | \$0.00 |
| Request for HQ2200 Portable Meter with Rugged DO, cal'd by LX and picked up by customer to save shipping costs. NOTICE - 3-5 WEEK LEAD TIME VIA MANUFACTURER | | | | |
| Calibration and Maintenance of a single piece of equipment. ***Semiannual Sticker*** | | | | |
| LEV015.53.2200A | | 1 | \$1,676.00 | \$1,676.00 |
| HQ2200 Portable Multi-Meter pH, Conductivity, TDS, Salinity, Dissolved Oxygen (DO), and Oxidation Reduction Potential (ORP), w/o electrodes | | | | |
| LDO10110 | | 1 | \$1,440.00 | \$1,440.00 |
| IntelliCAL LDO101 Field Luminescent/Optical Dissolved Oxygen (DO) Sensor, 10 m Cable | | | | |

Misc: Customer Pick Up

This estimate concerns items requested by the customer and includes all routine parts, labor, and travel cost. It does not include additional repair parts, service labor, or items that the customer chooses to have serviced or calibrated in addition to the items referenced on this document. It MAY NOT include tax or shipping/handling fees. All equipment is warranted by the manufacturer; LabtronX Warranties cover service and labor. In light of the ongoing volatility in tariff regulations, our estimates are valid for a period of 14 days from the date of issuance.

Subtotal \$3,116.00

Discount

Shipping \$0.00

Tax (0%) \$0.00

Total \$3,116.00