



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
August 03, 2021 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Roger Jackson, Chris Kerrigan, JT Smith

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) July 6, 2021 Workshop Meeting Minutes

REPORTS

OLD BUSINESS

2. Comprehensive Plan with Josh Wright
- [3.](#) Ordinance: Amending Ordinance #551 Title 12, Chapter 1, Section 12-101
- [4.](#) Ordinance Franchise Agreement: CEMC

NEW BUSINESS

- [5.](#) New FT Fire Position
6. City Recorder Discussion/Interview
7. Gun Restrictions for City Owned Public Property
- [8.](#) Tyler Court Bundle
- [9.](#) Power DMS Agreement
- [10.](#) Resolution: BCBS Healthy Place Grant Program
- [11.](#) Resolution: Firehouse Subs Public Safety Grant
- [12.](#) Resolution: City Hall General Obligation Bond
- [13.](#) Resolution: Fire Hall General Obligation Bond
- [14.](#) Resolution: TSMO Pedestrian Signal Upgrades
- [15.](#) Resolution: Establishing a Credit Card Policy
- [16.](#) Ordinance: Budget Amendment
- [17.](#) Ordinance: Amending Title 18 Chapter 7 Section 18-706(5)

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

- [18.](#) Police Explorer
19. Request to Bid Sewer System Rehab
- [20.](#) 2004 Toro Multi Pro 1250 Sprayer

OTHER

OURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
July 06, 2021 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:10 p.m.

ROLL CALL

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilman JT Smith

ABSENT

Councilman Tim Adkins

APPROVAL OF AGENDA

A motion was made by Councilman Kerrigan, seconded by Councilman Smith, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. June 1, 2021 Workshop Meeting Minutes

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the June 1, 2021, Workshop Meeting Minutes. All approved by voice vote.

REPORTS

Fire, Codes, and IT - Chief Chuck Walker stated they had been busy but had a fairly quiet 4th of July weekend.

Police Department - Chief Kenny Ray stated they had been busy but not much with anything fireworks-related.

Senior Center - Ms. Gena Batts stated that the Center had been really busy, they had an upcoming day trip in August, a Kayak and Canoe group that was starting up, and a new Music for Seniors program.

Public Works/Utilities - Mr. Clint Biggers stated that they were just keeping up with tree trimming and mowing. He stated that all the paving around town was complete.

Parks Department - Mr. Scott Sampson stated that the Cheatham County Dog Pack was awarded the \$25,000.00 dog park grant and they should be breaking ground on that sometime this year. Mr. Sampson stated that the Main Street Awards were announced. He thanked the citizens for voting Riverbluff Park as a finalist, the Bicentennial Trail as a finalist, and then Caldwell Park as a finalist and winner of Best Park and Recreation in Cheatham County. He stated that Ashland City Parks were finalists for the Best Family Fun Venue in Cheatham County.

Financial Department - Ms. Gayle Bowman stated that she put the Financial Report in the packet she gave Council. She stated that she also gave them the email she sent to Vance to let them know what she knows about the loans and hopefully she would talk to someone soon and find out where we were at. She stated that they were working through vacations and a little short-handed but they were business as usual and were making changes with insurance.

City Recorder - Ms. Alicia Martin stated that she has been really busy trying to play catch up and she gave the Council an email example of what to include in the newsletter they requested and asked for feedback.

Court Department - None.

OLD BUSINESS

2. Caldwell Park

Councilman Greer stated that when they first started these discussions, he was charged with finding something to do with the park and he believed that with the response received from the community, the people could make this park a nature jewel for this city. He stated that he had spoken with a fellow musician, who was a published author, that believed he could get involved with the park to create mountain biking trails. Councilman Greer stated that one thing they should see there was a pavilion with restrooms and Ms. Jane Crisps' generous proposal would get us there with money left over to help with other parks as well. He asked if the other council members had questions. Councilman Kerrigan stated that the first thing that needed to happen was to get a sign so people knew where it was and they needed to discuss if they wanted to accept Ms. Crisps' proposal. Councilman Greer stated a structure would not cost that much for the size we need and that it just needed to have room for four (4) to six (6) picnic tables. Mr. Sampson questioned how the land would perk with toilets. Councilman Greer stated that if there would be a large event happening they would need to have porta-potties at the expense of the event host. He stated they could apply for grants to get more money to enhance the park further and it did not need to happen all at once. Councilman Greer stated that to attract people it would just need to have basic amenities. Mr. Sampson said maybe a 15x30 shelter, 2 bathrooms, and some trash cans. Councilman Greer asked what they needed to do to get started. Mr. Sampson stated they would need to have a list of what they wanted to do. Councilman Kerrigan asked what Ms. Crisps' time frame was. Ms. Crisp stated that her only concern was to have a memorial or dedication in the fall for her late husband but that she just wanted an unveiling of a new sign or something to honor him, it did not have to have all that other stuff to do that. After much discussion, Mayor Allen asked if Ms. Crisp could get with Mr. Josh Wright after the meeting to discuss a design.

3. Ordinance Franchise Agreement: CEMC

AN ORDINANCE GRANTING TO GRANTEE, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY. Ms. Martin stated that Ms. Jennifer Noe would speak on this next week.

NEW BUSINESS

4. Amendment to GNRC Grant Contract

Ms. Batts stated that this was just to continue the grant they give them each year.

5. Planner Contract

Chief Walker stated that this was an agreement to use Mr. Rick Gregory as our planner in place of GNRC.

6. Comprehensive Plan by Josh Wright

Mr. Wright stated that this was a comprehensive plan for the city which was a road map for the Town of Ashland City for the next 20 years. He stated that if Ms. Crisp would like, he could include a schematic design for Caldwell Park in this as well. Mr. Wright stated that this would also allow Mr. Sampson to apply for more grants for the parks here. He stated there would be a series of 13 meetings and it would allow the community to have an input. Mr. Sampson stated that this was already included in the budget. Mr. Wright informed Ms. Crisp that this would allow her to get a budgetary idea and design to present to the council.

7. Tyler Incode 10 for Court

Ms. Bowman stated that this was the agreement to move Court to Incode 10. She stated that this was already in the budget.

8. Hold Harmless Agreement for Firearms

Chief Ray stated that this was an agreement with Walmart who donated 2 weapons to the Police Department for them to donate to the Chief's Association for their scholarship funds.

9. Tyler Incode 10 Project Accounting

Ms. Bowman stated that this was a new program that would allow them to track projects, grants, and later a capital budget from start to finish.

10. 2022 Local Government DA Grant

Ms. Bowman stated this was the money the state was giving the City. She stated that they had to accept the money with an agreement and then the council would decide what to do with it. Ms. Bowman stated that they had asked for it to go towards a new roof over Public Works and the Police Department.

11. Ordinance: Amending Ordinance #551 Title 12, Chapter 1, Section 12-101

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING ORDINANCE #551 TITLE 12, CHAPTER 1, SECTION 12-101. Chief Walker stated that this was to update the language for the residential code.

12. Resolution: Authorizing Check Signers

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE AUTHORIZING SIGNERS TO ALL BANK ACCOUNTS. Ms. Bowman stated this was something they needed when someone leaves. She stated that they removed Ms. Reed and added Ms. Martin to be able to sign checks.

SURPLUS PROPERTY NOMINATIONS

13. 2001 Dodge 2500 Truck

Mr. Biggers stated the mice had eaten the wires and gas line up in this truck and it was time to get rid of it.

14. 2 Weapons

Chief Ray stated those were the 2 weapons donated by Walmart.

EXPENDITURE REQUESTS

15. Request to bid concrete work for playground at Fire Hall 2.

Mr. Sampson stated that this was a capital item already in the budget and they would like to get started on it sooner rather than later. Mayor Allen stated that he wanted the council to consider putting a shade structure over the playground at Riverbluff park.

16. Request to bid fencing at the tennis courts.

Mr. Sampson stated that this was the same as item #15.

OTHER

Newsletter for Council - Ms. Bowman asked if they would want to do away with department reports at Workshop if they were given weekly newsletters about the Department Head meetings. Councilman Anderson stated he would see no reason for them to be on the agenda anymore if it would be the same thing they would report.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Councilman Smith to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:17 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO

ORDINANCE#

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING ORDINANCE #551 TITLE 12, CHAPTER 1, SECTION 12-101

WHEREAS, the Mayor and the City Council previously adopted Ordinance #551; and

WHEREAS, the title needs modification to add verbiage to previously approved Standard Codes.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 12, Chapter 1, Section 12-101 be amended to add verbiage as follows:

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

The following codes are hereby amended as follows:

2018 International Residential Code (per the rules of the Commerce and Insurance Division of Fire Prevention under rule 0780-02-23-.02) excluding or except that:

1. Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.
2. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
3. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

2018 International Energy Conservation Code except that:

1. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.
2. Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
3. Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC

2018 International Swimming Pool and Spa Code

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

1st reading _____
Public Hearing _____
2nd reading _____

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO GRANTEE, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ASHLAND CITY, TENNESSEE, USA THAT:

This Franchise Agreement (“Agreement”) is between the Town of Ashland City hereinafter referred to as the “Franchising Authority”, and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the “Grantee,” and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Additional Franchise” is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.

B. “Additional Franchise Agreement” is an agreement by which the Franchising Authority grants an Additional Franchise.

C. “Basic Cable Service” is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

D. "Board/Council" shall mean the City Council of Town of Ashland City, Tennessee.

E. "Cable Act" is Title VI of the Cable Act of 1984, as amended.

F. "Cable Services" shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X**, below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.

G. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.

H. "Convertor Box" shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers' locations and through which Subscribers receive the Cable Services.

I. "Effective Date" shall mean _____, 2021.

J. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

K. "Franchise" shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.U** below, within all or a specified area in the Service Area.

L. "Grantee" means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.

M. "Gross Revenues" shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC's rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating

franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Converter Boxes.

O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.

S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.

T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.

U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the public and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.

W. "State" shall mean the State of Tennessee.

X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. “Subscriber” means a Person who, with the Grantee’s express permission, lawfully receives Cable Service from the Cable System.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way.

2.2 Additional Franchises.

A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee’s belief. If the Franchising Authority determines that the Grantee’s belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State or federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.

B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee’s receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority’s decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.

C. Factors for Determination. In making a determination under this **Section 2**, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements

and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public, educational and government (“PEG”) channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

2.3 Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority pursuant to such power. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee’s material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority.

2.4 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control.

2.5 Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal.

A. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee’s acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of ten (10) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

B. In addition to the procedures set forth in the Cable Act and federal law, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments

shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Subsection 3.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

3.2 Assessment of Needs. In addition to the procedures set forth in **Section 626(a)** of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise. The Franchising Authority further agrees that any such assessments shall be provided to the Grantee promptly so that the Grantee may timely provide a response under **Section 626(b)** of the Cable Act to complete renewal of the Franchise prior to expiration of its term.

3.4 Terms Consistent with Law. The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.

3.5 Consideration of Additional Franchise Agreements and Authorizations. The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

SECTION 4 **Insurance and Indemnification**

4.1 Insurance Requirements. The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence
Combined Single Liability (C.S.L.):	\$2,000,000 General Aggregate

Auto Liability including coverage
on all owned, non-owned hired autos: \$1,000,000 C.S.L.
Umbrella Liability: \$1,000,000 per occurrence C.S.L.

4.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee’s construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority’s receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority’s use of the Cable System, including the use of any PEG channels.

SECTION 5 **Service Obligations**

5.1 No Discrimination. The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.

5.2 Privacy. The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.

5.3 Rates. The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee may elect to provide Cable Service to areas not meeting the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

6.2 Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously un-served single dwelling units located within 125 feet of the Grantee's feeder cable or broadband distribution facilities at its published rates for Standard Installation.

6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit. The Franchising Authority shall use its best efforts to advise the Grantee when a new subdivision has been approved and permitted by the Franchising Authority for construction.

6.4 Service to Annexed Areas. The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area. The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in **Section 6.1**.

6.5 Additional Service. The Grantee may elect to offer Cable Service to areas within the Service Area not meeting the standards set forth in this **Section 6**. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this **Section 6**. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.

6.6 New Development Underground. In cases of new construction or property development within the Service Area where utilities will be placed underground, the Franchising Authority shall require any property owner or developer to: (i) provide notices of such construction to the Grantee and (ii) allow the Grantee to require installation of facilities for the availability of Cable Service, into any trench created for the underground utilities as conditions of the Franchising Authority issuing a permit to authorize the proposed new construction or property development. Specifically, such permit shall require the property owner or developer to notify the Grantee in writing: (y) thirty (30) days prior to the start of construction or development and (ii) at least two (2) weeks prior to the time that the property owner or developer shall make the open trench available for installation of conduit, pedestals, vaults, and/or laterals. The Grantee and applicable property owner or developer shall agree upon the specifications or construction schedule as needed for trenching prior to the open trenching date. Costs of trenching and easements required to bring

Cable Services to the property or development shall be borne by the developer or property owner. The Franchising Authority shall use its best efforts to advise the Grantee when a permit has been approved by the Franchising Authority for construction or development that provides for the installation of underground utilities.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local regulations and the National Electric Safety Code.

7.4 Network Technical Requirement. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

7.5 Performance Monitoring. Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

SECTION 8 **Standards of Service**

8.1 General Conditions. The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new,

different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

8.2 Underground Construction. The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

8.3 Permits. The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

8.7 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.

8.10 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

8.11 Emergency Alert System. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from

any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in **Section 15.2**. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.

9.2 Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with **Section 632** of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as **Exhibit A**.

SECTION 10 **Franchise Fee**

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The Grantee shall keep records for all franchise fee payments for three (3) years.

B. Limitation on Franchise Fee Audits. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11
Transfer of Franchise

11.1 Transfer of Franchise. The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not acted on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed duly given.

11.2 Transfer Without Consent Deemed Violation. Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.

11.3 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12
Books and Records

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.

12.2 Records Required. The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:

(i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.

(ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of **Section 631** of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

SECTION 13 **Community Programming**

13.1 Service to Schools and Public Buildings. The Grantee shall offer to install one (1) Converter Box to each Public School and/or Public Building within 125 feet of nearest Cable System connection point and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Converter Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in **Subsection 6.1**. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.

13.2 Limitations on Use. The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System or any loss or damage to the Cable System. The Franchising

Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by **Subsection 13.1** above.

SECTION 14
Enforcement and Termination of Franchise

14.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

14.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:

- (i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;
- (ii). to cure such default; or
- (iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in **Subsection 14.1** pursuant to the procedures set forth in **Subsection 14.2**, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to **Subsection 14.2(ii)** above, the Franchising Authority shall schedule a public hearing to address the alleged non-compliance or default if it intends to continue its investigation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which shall specify the time, place and purpose of such hearing. The Franchising Authority shall present any evidence of the default at the public hearing and the Grantee shall be provided with equal time to present evidence contrary to that provided by the Franchising Authority or present evidence if the Grantee's attempts to remedy the default.

14.4 Enforcement. In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement after the hearing set forth in **Subsection 14.3**, the Franchising Authority may, subject to applicable federal and State law,

- (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- (ii). commence an action at law for monetary damages or seek other equitable relief; or

- (iii). in the case of repeated or ongoing substantial non-compliance with a material term or terms of this Agreement, seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.5 Revocation.

A. Notice of Intent to Revoke. Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may then seek to revoke the Franchise and terminate this Agreement at a public hearing. The Franchising Authority shall give the Grantee at least twenty (20) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating the Franchising Authority's intent to revoke the Franchise and terminate this Agreement.

B. Revocation Hearing Provisions. At the revocation hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and witnesses to support its position, and question any witnesses presented by the Franchising Authority. After the Grantee has concluded its presentation, the Franchising Authority shall determine whether or not the Franchise shall be revoked, and this Agreement shall be terminated. The revocation hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be made in writing and shall be delivered to the Grantee pursuant to the notice provisions of this Agreement. The Grantee may appeal such determination to a court of competent jurisdiction.

14.6 Conditions of Sale.

A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in **Section 627** of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is

further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.

14.7 Good Faith Errors. The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with State and Federal Laws. This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the Town of Ashland City, Tennessee. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by third-party utility providers to service or monitor their utility poles to which portions of the Cable System are attached, as well as unavailability of materials and/or qualified labor to perform the required work.

15.3 Actions of Parties. The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements,

whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

15.5 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.

B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

Steve Allen
Mayor of Ashland City
101 Court street
P.O. Box 36
Ashland City, TN 37015

if to the Grantee:

Cumberland Connect
Broadband Manager
1940 Madison Street
Clarksville TN 37043
Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

15.7 Descriptive Headings. The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.8 Severability. If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

15.9 Effective Date. The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to the Grantee's acceptance by countersigning where indicated below.

[Signatures on the following page.]

Considered and approved this ____ day of _____, 2021.

Franchising Authority: Town of Ashland City

Signature: _____

Printed Name: _____

Title: _____

Grantee: Cumberland Connect

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Section 76.309 FCC Customer Service Obligations

1. Cable system office hours and telephone availability-

A. The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

ii. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

B. The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone availability standards above unless an historical record of complaints indicates a clear failure to comply.

C. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

D. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

2. Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time.:

A. Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem

B. The "appointment window" alternative for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

A. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

4. Definitions-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

B. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

Fire Full Time Cost

Fire - Employee Name	Position	Current Salary	Bonus - state check	Bi-weekly	Yearly	Hourly Rate	ER Match Medicare	ER Match SS	Retirement	Medical Insurance
New Employee	FireFighter	\$42,718.00		\$1,643.00	\$42,718.00	\$15.50	\$640.77	\$2,776.67	\$2,776.67	\$8,500.00

Salary Cost	\$42,718.00
OASI	\$3,417.44
Retirement	\$2,776.67
Benefits	\$8,500.00
Total Cost of FT Firefighter I	\$57,412.11



Quoted By: Paul Rex
Quote Expiration: 1/15/22
Quote Name: Case Resolution Bundle(adding notify and IVR)

Sales Quotation For:

Town of Ashland City
101 Court St
Ashland City TN 37015
Phone: +1 (615) 792-5618

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
Incode			
Incode Court Suite			
Court Case Resolution Bundle	\$0.00	\$ 0.00	\$0.00

Summary

One Time Fees

Recurring Fees

Total Tyler Services

Summary Total

\$ 0

Contract Total

\$ 0

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Incode Court Online annual fees.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

101 S. Garland Ave, Ste 300
 Orlando, FL 32801
 P: 1.800.749.5104
 F: 407.210.0113
Receivables@powerdms.com
 EIN: 59-3668885

Invoice No.: INV-8405
 Invoice Date: 06-28-2021
 Due Date: 08-27-2021
 Payment Terms: Net 60
 Purchase Order No.
 Customer No. A-26618

Billing Information
Ashland City Police Department (TN)

Prepared for
Ashland City Police Department (TN) 233 Tennessee Waltz Pkwy Ashland City, TN 37015

Product	Description	Start Date	End Date	Quantity	Total Price
LegacyTraining	Legacy Training Included	08-12-2021	08-11-2022	18	\$0.00
PDMSProfessional	PowerDMS Professional	08-12-2021	08-11-2022	18	\$1,511.24
TLEA0002	PowerSTANDARDS for TLEA	08-12-2021	08-11-2022	1	\$750.00
TLEA0001	TLEA Manual	08-12-2021	08-11-2022	1	\$0.00

SUBTOTAL	\$2,261.24
Sales Tax	\$0.00
TOTAL	\$2,261.24
Payments/Credits	\$0.00
Balance Due	\$2,261.24

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.
Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:	Please remit electronic payments to:
PowerDMS, Inc. 101 S. Garland Ave, Ste 300 Orlando, FL 32801	PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336

Contract Details		Order Details	
Account Number: A-26618		Order #: Q-137718	
Customer: Ashland City Police Department (TN)		Order Date: 8/12/2021	
Sales Rep: Salesforce Administrator		Valid Until: 8/12/2021	
		Subscription Start Date: 8/12/2021	
		Subscription Term (months): 60	
Customer Contact		Billing Contact	
Billing Contact:	Ashland City Police Department (TN) Kenny Ray	Billing Contact Email:	kenny.ray@ashlandcitytn.gov
Address:	233 Tennessee Waltz Pkwy Ashland City, TN 37015	Phone:	6154058778
		Fax:	
Payment Terms			
Payment Term:	Net 60	Notes:	updated product codes - 5 year ramp up plan to new product/pricing model
PO Number:			
Subscription Service			

YEAR-1

Item	Type	Start Date	End Date	Qty	Total
TLEA Manual	Recurring	8/12/2021	8/11/2022	1	\$0.00
View Standards manual electronically.					
PowerSTANDARDS for TLEA	Recurring	8/12/2021	8/11/2022	1	\$750.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Professional	Recurring	8/12/2021	8/11/2022	18	\$1,511.24
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/12/2021	8/11/2022	18	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-1 TOTAL:					\$2,261.24

YEAR-2

Item	Type	Start Date	End Date	Qty	Total
TLEA Manual	Recurring	8/12/2022	8/11/2023	1	\$0.00
View Standards manual electronically.					
PowerSTANDARDS for TLEA	Recurring	8/12/2022	8/11/2023	1	\$750.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Professional	Recurring	8/12/2022	8/11/2023	18	\$1,991.88
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/12/2022	8/11/2023	18	\$0.00

Item	Type	Start Date	End Date	Qty	Total
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-2 TOTAL:					\$2,741.88

YEAR-3

Item	Type	Start Date	End Date	Qty	Total
TLEA Manual	Recurring	8/12/2023	8/11/2024	1	\$0.00
View Standards manual electronically.					
PowerSTANDARDS for TLEA	Recurring	8/12/2023	8/11/2024	1	\$750.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Professional	Recurring	8/12/2023	8/11/2024	18	\$2,541.40
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/12/2023	8/11/2024	18	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-3 TOTAL:					\$3,291.40

YEAR-4

Item	Type	Start Date	End Date	Qty	Total
TLEA Manual	Recurring	8/12/2024	8/11/2025	1	\$0.00
View Standards manual electronically.					
PowerSTANDARDS for TLEA	Recurring	8/12/2024	8/11/2025	1	\$750.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Professional	Recurring	8/12/2024	8/11/2025	18	\$3,164.70
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/12/2024	8/11/2025	18	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-4 TOTAL:					\$3,914.70

YEAR-5

Item	Type	Start Date	End Date	Qty	Total
TLEA Manual	Recurring	8/12/2025	8/11/2026	1	\$0.00
View Standards manual electronically.					
PowerSTANDARDS for TLEA	Recurring	8/12/2025	8/11/2026	1	\$750.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerDMS Professional	Recurring	8/12/2025	8/11/2026	18	\$3,864.71
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	8/12/2025	8/11/2026	18	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-5 TOTAL:					\$4,614.71

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees labeled "Year 1 Total" shall be invoiced in advance of the renewal date, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between PowerDMS and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the subscription start date.

Accepted and Agreed By Authorized Representative of:
Ashland City Police Department (TN)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM

WHEREAS, BlueCross BlueShield of Tennessee will invest up to \$750,000 if awarded for Healthy Place Projects; and

WHEREAS, the Mayor and City Council would like to apply for these grant funds.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “*BlueCross Healthy Place Projects*” reimbursement grant through BlueCross BlueShield of Tennessee.

SECTION 2: That the Town of Ashland City further authorizes Brian Stinson to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of August, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT

WHEREAS, the Firehouse Subs Public Safety Foundation Grant will assist with purchasing of operations equipment; and

WHEREAS, the amount of grant monies requested is a total of \$21,750.00 for the purchase of AED's; and

WHEREAS, The Town of Ashland City acknowledges this grant is a 100% grant.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit an application for "*Firehouse Subs Public Safety Foundation*" grant through Firehouse Subs.

SECTION 2: That the Town of Ashland City further authorizes Kenneth Ray to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of August, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

Lillian M. Blackshear
lblackshear@bassberry.com
(615) 742- 7902

July 23, 2021

Mr. Steve Allen, Mayor
Town of Ashland City
101 Court Street
Ashland City, TN 37015

Re: Town of Ashland City, Tennessee - \$5,300,000 General Obligation Bonds

Dear Mayor Allen:

I am enclosing the following documents for action by the City Council at its next regular meeting:

1. Sunshine Notice. Please provide an affidavit of publication from a newspaper of general circulation in the Municipality where the regular meeting dates were published at the beginning of the year.
2. Initial Resolution. The enclosed Initial Resolution should be adopted first and you should provide me with three certified copies (last two pages signed and the last page sealed) for the bond transcript.
3. Bond Resolution. The enclosed Bond Resolution should then be adopted and you should provide me with three certified copies (last two pages signed and the last page sealed) for the bond transcript.
4. Initial Resolution Publication. The enclosed form of Initial Resolution Publication must be published once in a newspaper of general circulation within the Municipality, following adoption of the resolutions. I will need three affidavits of publication from the newspaper.
5. Certificate of No Protest. If no protest is received within 20 days after publication of the Initial Resolution, please have three copies of the enclosed Certificate of No Protest signed and returned to me.

After receipt and review of these documents, we will coordinate with you to schedule an interim closing. If you have any questions, feel free to call or email Alex Samber (865-521-2038; alex.samber@bassberry.com) or me at the contact information listed above.

Yours truly,



Lillian M. Blackshear

ars
Attachments
cc: George Davis/Dewayne Askew, Rural Development
31049791.1

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,300,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council did on the date hereof adopt an Initial Resolution authorizing the bonds described herein (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Development (“Rural Development”), has issued to the Municipality its Letter of Conditions dated June 4, 2021, as may be amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1. Authority. The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$5,300,000 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the construction, improvement, repair, renovation and equipping of City Hall and costs related to the foregoing.

Section 3. Authorization of Terms and Sale of the Bond.

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$5,300,000 (the “Bonds”). The Bonds may be issued as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
 - a) finance the costs of the Projects (including any reimbursement thereof);
 - b) retire the principal of and, with the consent of Rural Development, interest on the Notes; and
 - c) pay costs of sale and issuance of the Bonds.
- 2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.
- 3) Each Bond shall be dated the date of its delivery.

4) Each Bond shall bear interest at a rate not to exceed 2.25% per annum and shall be payable in not more than 40 equal annual installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$202,354. The first installment of debt service on each Bond shall be due and payable one year following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each year thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$5,300,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness". The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND, SERIES _____

R-1

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$ _____, with interest on the unpaid balance hereof at the rate of _____% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in _____ consecutive installments of principal and interest in the amount of \$ _____ each. The first installment shall be due and payable on _____, and all subsequent installments shall be due and payable on _____. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying the cost of the construction, improvement, repair, renovation and equipping of City Hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the 10th day of August, 2021 (the “Resolution”).

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this ____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by

law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

Section 8. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

Section 9. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

Section 10. Federal Tax Matters. The Bonds are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end and if applicable, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds and the Notes (if applicable) that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes (if applicable) shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

The Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and adopt such policies and procedures that may necessary or advisable in order to comply with the provisions of this section.

Section 11. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, *et seq.*, Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 13. Modification of Resolution. The terms, covenants and agreements set forth in this resolution may be modified or amended by resolution of the Governing Body, consented to in writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 14. Defeasance. So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 15. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality’s debt management policy.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 10th day of August, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 10, 2021 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 10th day of August, 2021.

Interim City Recorder

(SEAL)

31049795.1

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$5,300,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF CITY HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the "Municipality") that for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds, the Municipality shall issue bonds in a par amount not to exceed \$5,300,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 10th day of August, 2021.

Mayor

ATTEST:

Interim City Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 10, 2021 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 10th day of August, 2021.

Interim City Recorder

(SEAL)

31049796.1

Lillian M. Blackshear
lblackshear@bassberry.com
(615) 742- 7902

July 23, 2021

Mr. Steve Allen, Mayor
Town of Ashland City
101 Court Street
Ashland City, TN 37015

Re: Town of Ashland City, Tennessee - \$5,560,000 General Obligation Bonds

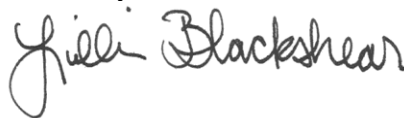
Dear Mayor Allen:

I am enclosing the following documents for action by the City Council at its next regular meeting:

1. Sunshine Notice. Please provide an affidavit of publication from a newspaper of general circulation in the Municipality where the regular meeting dates were published at the beginning of the year.
2. Initial Resolution. The enclosed Initial Resolution should be adopted first and you should provide me with three certified copies (last two pages signed and the last page sealed) for the bond transcript.
3. Bond Resolution. The enclosed Bond Resolution should then be adopted and you should provide me with three certified copies (last two pages signed and the last page sealed) for the bond transcript.
4. Initial Resolution Publication. The enclosed form of Initial Resolution Publication must be published once in a newspaper of general circulation within the Municipality, following adoption of the resolutions. I will need three affidavits of publication from the newspaper.
5. Certificate of No Protest. If no protest is received within 20 days after publication of the Initial Resolution, please have three copies of the enclosed Certificate of No Protest signed and returned to me.

After receipt and review of these documents, we will coordinate with you to schedule an interim closing. If you have any questions, feel free to call or email Alex Samber (865-521-2038; alex.samber@bassberry.com) or me at the contact information listed above.

Yours truly,



Lillian M. Blackshear

ars
Attachments
cc: George Davis/Dewayne Askew, Rural Development
30859501.1

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,560,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council did on the date hereof adopt an Initial Resolution authorizing the bonds described herein (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Development (“Rural Development”), has issued to the Municipality its Letter of Conditions dated May 27, 2021, as may be amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1. Authority. The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$5,560,000 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the construction, improvement, repair, renovation and equipping of a fire hall and costs related to the foregoing.

Section 3. Authorization of Terms and Sale of the Bond.

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$5,560,000 (the “Bonds”). The Bonds may be issued

as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
 - a) finance the costs of the Projects (including any reimbursement thereof);
 - b) retire the principal of and, with the consent of Rural Development, interest on the Notes; and
 - c) pay costs of sale and issuance of the Bonds.

2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.

3) Each Bond shall be dated the date of its delivery.

4) Each Bond shall bear interest at a rate not to exceed 2.25% per annum and shall be payable in not more than 40 equal annual installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$212,281. The first installment of debt service on each Bond shall be due and payable one year following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each year thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$5,560,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of

prepayment shall be given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness". The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND, SERIES ____

R-1

\$_____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$_____, with interest on the unpaid balance hereof at the rate of _____% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in _____ consecutive installments of principal and interest in the amount of \$_____ each. The first installment shall be due and payable on _____, and all subsequent installments shall be due and payable on _____. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All

transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying part of the cost of the construction, improvement, repair, renovation and equipping of a fire hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the 10th day of August, 2021 (the "Resolution").

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this ____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

Section 8. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

Section 9. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

Section 10. Federal Tax Matters. The Bonds are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end and if applicable, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds and the Notes (if applicable) that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of

the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes (if applicable) shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

The Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and adopt such policies and procedures that may necessary or advisable in order to comply with the provisions of this section.

Section 11. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 13. Modification of Resolution. The terms, covenants and agreements set forth in this resolution may be modified or amended by resolution of the Governing Body, consented to in writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 14. Defeasance. So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 15. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality’s debt management policy.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 10th day of August, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 10, 2021 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 10th day of August, 2021.

Interim City Recorder

(SEAL)

30859530.1

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$5,560,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF A FIRE HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the "Municipality") that for the purpose of financing the construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds, the Municipality shall issue bonds in a par amount not to exceed \$5,560,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 10th day of August, 2021.

Mayor

ATTEST:

Interim City Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 10, 2021 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 10th day of August, 2021.

Interim City Recorder

(SEAL)

30859369.1

RESOLUTION _____

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING
THE TSMO PEDESTRIAN SIGNAL UPGRADES**

WHEREAS, the Town of Ashland City staff and stakeholders have met to discuss and provide input in the development of the plan/study.

WHEREAS, the Tennessee Department of Transportation funded the plan through a Community Transportation Planning Grant.

WHEREAS, the Town of Ashland City Planning Commission has adopted said plan and recommended said plan to the Town of Ashland City City Council

WHEREAS, the City of Town of Ashland City will implement the components of the TSMO Pedestrian Signal Upgrades to the extent possible as resources are available

NOW, THEREFORE, BE IT RESOLVED by the Town of Ashland City City Council that the TSMO Pedestrian Signal Upgrades is adopted as part of the municipality’s general plan.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of August, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (TSM&O)

PEDESTRIAN SIGNAL UPGRADES ASHLAND CITY, TENNESSEE



State Route State Route 12 (Main Street) Intersections at
State Route 49 (Cumberland Street) / State Route 49 (Frey Street)
& Elizabeth Street / Stratton Boulevard



PREPARED FOR: TOWN OF ASHLAND CITY
PREPARED BY: KCI TECHNOLOGIES, INC.

KCI TECHNOLOGIES, INC. // 500 11TH AVENUE NORTH, NASHVILLE, TN 37203

DRAFT

Prepared by



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1.0 Introduction

The Town of Ashland City was awarded a Community Transportation Planning Grant through the Tennessee Department of Transportation (TDOT) for a Transportation Systems Management and Operations (TSM&O) pedestrian signal upgrade project. The primary purpose of this project is to provide pedestrian signal and Americans with Disabilities Act (ADA) upgrades at signalized intersections to improve safety, operations, and accessibility. Improvements at all study intersections are compliant with ADA standards and Public Rights-of-Way Accessibility Guidelines (PROWAG) requirements. The intersections that were inventoried and recommended for improvements in conceptual plan form include the following:

- State Route 12 (Main Street) at State Route 49 (Cumberland Street)
- State Route 12 (Main Street) at State Route 49 (Frey Street)
- State Route 12 (Main Street) at Elizabeth Street / Stratton Boulevard

This report contains a summary of data collected during the kickoff meeting and the field review meeting conducted with members of KCI Technologies, Inc. (KCI), the Town of Ashland City, and TDOT. Conceptual plans and improvement cost estimates are provided for each intersection.

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2.0 Kickoff Meeting

A kickoff meeting was conducted on Thursday, February 4, 2021 with KCI, the Town of Ashland City, and TDOT to identify specific goals, objectives, deliverables, and timeframes for each task. Details from this meeting include the following:

Attendees

Ian Preston (TDOT)
Brian Stinson (Town of Ashland City)
Clint Biggers (Town of Ashland City)
Jared Eden (Town of Ashland City)
Jonathan Cleghon (KCI)
Brandon Taylor (KCI)
John Houghton (KCI)

Project Information

State Route 12 (Main Street) at State Route 49 (Cumberland Street)
State Route 12 (Main Street) at State Route 49 (Frey Street)
State Route 12 (Main Street) at Elizabeth Street / Stratton Boulevard

The signalized, offset intersections on State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) operate from a single traffic signal controller.

Existing pedestrian infrastructure and ADA deficiencies:

Town staff provided a history of previous projects. The Renaissance Ashland City project, which began in 2004, provided new sidewalks and full traffic signal rebuilds. However, sidewalks, curb ramps, and traffic signals do not meet current ADA standards. Minor updates to the traffic signals have been completed within the last 7 years, but they still require additional improvements for full ADA compliance.

Traffic signal equipment and capabilities, pedestrian requirements, and physical limitations:

The signalized, offset intersections on State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) operate from a single traffic signal controller. Traffic signal controllers are Peek models, not newer Econolite models preferred by the Town. Capability of the signal cabinets to accept new phases is unknown at this time and will be evaluated during the field review meeting. The primary physical limitation will be determining how to meet ADA requirements given the existing position of sidewalks, curb ramps, and signal poles.

Typical signal equipment used by the Town of Ashland City:

The Town has or is upgrading all traffic signal controllers to Econolite models. KCI will evaluate other signal related components during the field review meeting.

Intersection design philosophy for accommodating nonmotorized traffic:

Pedestrians should be fully accommodated, and all ADA requirements must be met. Due to the operation of the two offset intersections on State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street), introduction of new pedestrian or vehicle phases may prove to be very difficult or even detrimental to existing signal operation.

Perceived problems and concerns at the above intersections:

The primary concern is bringing the intersections into compliance with ADA requirements.

Review process and deliverables:

All documents being submitted to the Town for review will be sent to Brian Stinson, who will distribute to other staff as needed. Ian Preston will be copied on all submittals.

The need for establishing a proprietary signal item list with TDOT:

The Town does not currently have a propriety signal item list on file with TDOT. KCI will evaluate traffic signal equipment during the field review meeting and determine which items may qualify. Establishing a proprietary signal item list with TDOT may prove beneficial during the future construction phase of the project or if modifications are undertaken on any of the seven (7) signals operated by the Town. The list would also apply to any new traffic signals constructed by TDOT.

Data Collection

- Historical count data, including turning movement counts (TMC) and average daily traffic (ADT) may exist. Brian Stinson will forward traffic data on file.
- Highest volume pedestrian crossings will be observed, and discussion will take place during the field review meeting to establish the best method of accommodating pedestrian movement at the intersections.
- Record design information for traffic signals and intersections may exist. Brian Stinson will forward design records on file, however, much of this information was in paper format and was lost during the 2010 flood. TDOT may have record designs, or they may be stored in the signal cabinets.
- Current signal timing sheets do not exist. KCI will collect existing signal timing during the field review meeting.
- Crash data will be obtained. The biggest concern at the intersections is property damage caused by large trucks that are unable to make turns due to the small curb radii. KCI will assemble crash data to determine if additional safety measures are needed.

For additional details on the kickoff meeting refer to Appendix A.

3.0 Data Collection

The Town of Ashland City provided and KCI collected numerous sources of information to support the completion of the objectives on this project. The documents used as references for previous assessments completed in the study area include the following:

- Ashland City ADA Transition Plan 2019
- Ashland City Community Mobility Plan
- Ashland City State Route 49 Realignment Memo and Layout
- Ashland City Zoning Map
- Northwest Corridor Transit Study 2017
- Transportation Planning Report State Route 49 2008

3.1 Intersection Deficiencies

During KCI's kickoff meeting and subsequent field review meeting there were multiple deficiencies acknowledged in adhering to ADA standards and PROWAG requirements as documented in the Town's ADA Transition Plan completed in 2019.

Deficiencies at the intersection of State Route 12 (Main Street) and State Route 49 (Cumberland Street) include the following:

- Traffic signal poles, decorative street light poles, and parking lot curbing block the pedestrian throughway zone in multiple locations.
- Noncompliant detectable warning surfaces exist in multiple curb ramps.
- Noncompliant pedestrian signal heads exist on multiple signal poles.
- Noncompliant pedestrian pushbutton locations exist on multiple signal poles.
- Lack of existing pedestrian signals or pushbuttons for some crossings.
- Curb ramp noncompliance based on orientation for dual crossings exist in multiple locations.

Deficiencies at the intersection of State Route 12 (Main Street) and State Route 49 (Frey Street) include the following:

- Pole mounted traffic signal cabinet blocks the pedestrian throughway zone.
- Westbound right-turn truck movements have damaged the steel strain traffic signal pole and pushbutton.
- Noncompliant pedestrian signal heads exist on multiple signal poles.
- Damaged pushbutton exists in a noncompliant location.
- Noncompliant detectable warning surfaces exist in multiple curb ramp locations.
- Noncompliant pedestrian pushbutton locations exist on multiple signal poles.
- Curb ramp noncompliance based on orientation for dual crossings exist.
- Pedestrian signal head and pushbutton not located appropriately at the State Route 12 (Main Street) crossing.

Deficiencies at the intersection of State Route 12 (Main Street) and Elizabeth Street / Stratton Boulevard include the following:

- Curb ramps are not present in all quadrants of the intersection.
- Crosswalk pavement markings are not present on multiple legs of the intersection.
- Curb ramp noncompliance based on orientation for single crossings exist.
- Noncompliant pedestrian signal heads exist on multiple signal poles.
- Noncompliant pedestrian pushbutton locations exist on multiple signal poles.
- Lack of pedestrian signals or pushbuttons exist for multiple crossings.
- Nonstandard detectable warning surfaces exist in curb ramps for multiple locations.
- Curb ramp noncompliance based on insufficient level landing area exist.

For a more detailed description of the intersection deficiencies along with photos refer to Appendix C.

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3.2 Crash Analysis

Crash data and crash summaries between the year 2017 and 2020 were collected from TDOT's Enhanced Tennessee Roadway Information Management System (E-TRIMS) and Tennessee Integrated Traffic Analysis Network (TITAN) databases and analyzed along State Route 12 (Main Street) at the study intersections. The total number of motorized and nonmotorized crashes reported during this period was 40 crashes.

Major findings for the 23 total crashes reported at the intersection of State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) include the following:

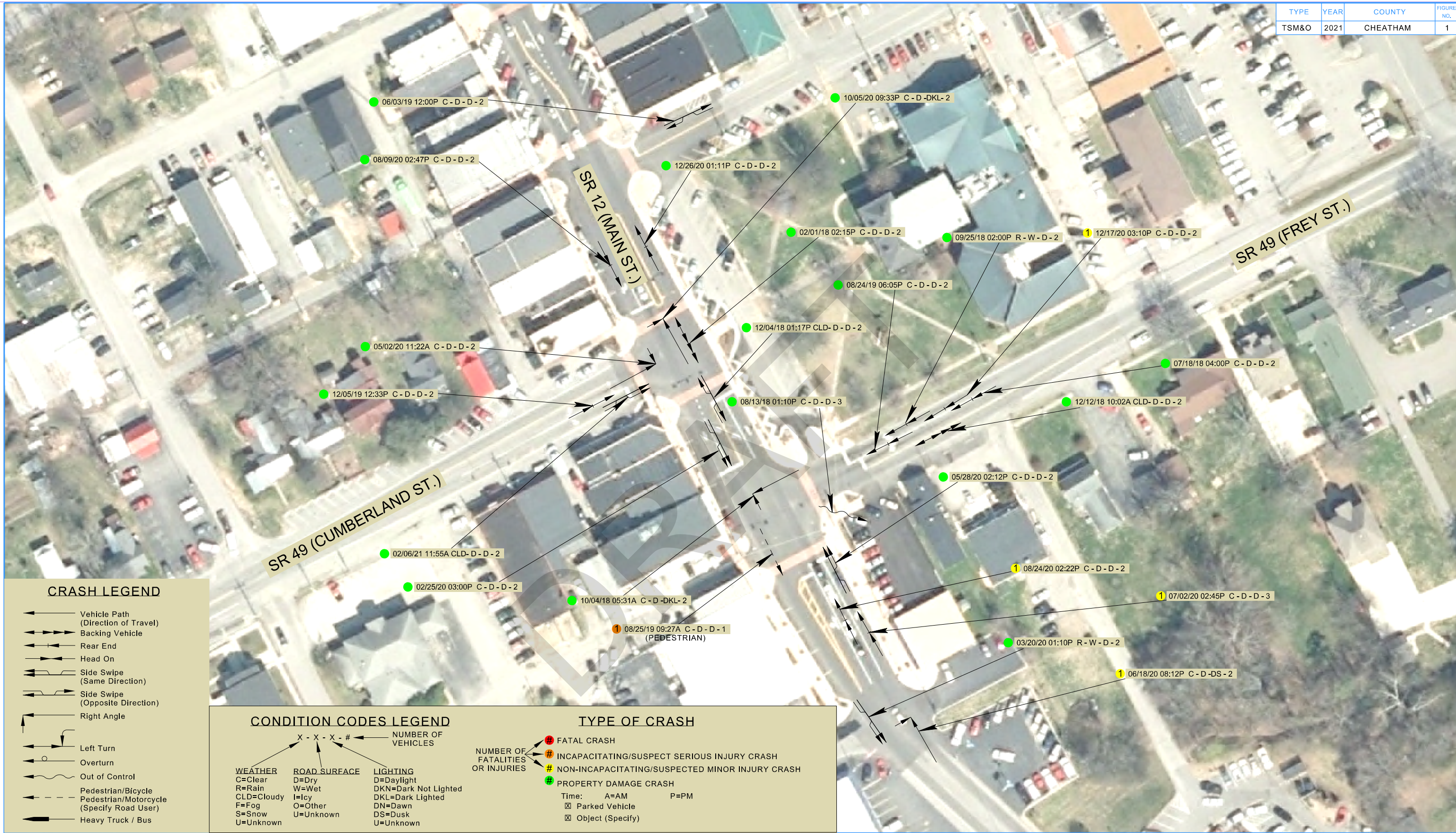
- Approximately 78% of the crashes (18) were classified as property damage crashes. An additional 18% of the crashes (4) resulted in non-incapacitating injuries.
- An incapacitating injury crash involving a pedestrian crossing the southern leg of the State Route 12 (Main Street) and State Route 49 (Frey Street) intersection resulted in the remaining 4% (1) of crashes.
- The dominant crash type is rear end collisions, which account for 48% (11) of the total number of crashes.
- Proportions of additional crash types include 21% for sideswipe collisions (5), 13% for angular collisions (3), 9% for single vehicle collisions (2), and 9% were reported as unknown (2).

Major findings for the 17 total crashes reported at the intersection of State Route 12 (Main Street) and Elizabeth Street / Stratton Boulevard include the following:

- Approximately 88% of the crashes (15) were classified as property damage crashes. The remaining 12% of the crashes (2) resulted in non-incapacitating injuries.
- The dominant crash type is rear end collisions which account for 47% (8) of the total number of crashes.
- Proportions of additional crash types include 18% for angular collisions (3), 18% for sideswipe collisions (3), 11% for single vehicle collisions (2), and 6% were reported as unknown (1).

For more details on crash analysis data refer to Appendix B.

TYPE	YEAR	COUNTY	FIGURE NO.
TSM&O	2021	CHEATHAM	1



CRASH LEGEND

- ← Vehicle Path (Direction of Travel)
- ↔ Backing Vehicle
- ↔ Rear End
- ↔ Head On
- ↔ Side Swipe (Same Direction)
- ↔ Side Swipe (Opposite Direction)
- ↔ Right Angle
- ↔ Left Turn
- ↔ Overturn
- ↔ Out of Control
- ↔ Pedestrian/Bicycle
- ↔ Pedestrian/Motorcycle (Specify Road User)
- ↔ Heavy Truck / Bus

CONDITION CODES LEGEND

- X - X - X - # NUMBER OF VEHICLES
- | | | |
|----------------|---------------------|----------------------|
| WEATHER | ROAD SURFACE | LIGHTING |
| C=Clear | D=Dry | D=Daylight |
| R=Rain | W=Wet | DKN=Dark Not Lighted |
| CLD=Cloudy | I=Icy | DKL=Dark Lighted |
| F=Fog | O=Other | DN=Dawn |
| S=Snow | U=Unknown | DS=Dusk |
| U=Unknown | | U=Unknown |

TYPE OF CRASH

- NUMBER OF FATALITIES OR INJURIES
- FATAL CRASH
 - INCAPACITATING/SUSPECT SERIOUS INJURY CRASH
 - NON-INCAPACITATING/SUSPECTED MINOR INJURY CRASH
 - PROPERTY DAMAGE CRASH
- Time: A=AM P=PM
- ☒ Parked Vehicle
 - ☒ Object (Specify)



TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

CRASH DIAGRAM JANUARY 1, 2018 - FEBRUARY 17, 2021
 INTERSECTION OF STATE ROUTE 12 (MAIN STREET) AND STATE ROUTE 49 (CUMBERLAND STREET / FREY STREET)
 ASHLAND CITY

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

FIGURE 1
 STATE ROUTE 12
 LOG MILE 6.57
 TO
 LOG MILE 6.66

ITEM # 14.

TYPE	YEAR	COUNTY	FIGURE NO.
TSM&O	2021	CHEATHAM	2



CRASH LEGEND

- ← Vehicle Path (Direction of Travel)
- ↔ Backing Vehicle
- ↔ Rear End
- ↔ Head On
- ↔ Side Swipe (Same Direction)
- ↔ Side Swipe (Opposite Direction)
- ↔ Right Angle
- ↔ Left Turn
- ↔ Overturn
- ↔ Out of Control
- ↔ Pedestrian/Bicycle
- ↔ Pedestrian/Motorcycle (Specify Road User)
- ↔ Heavy Truck / Bus

CONDITION CODES LEGEND

- X - X - X - # NUMBER OF VEHICLES
- | | | |
|----------------|---------------------|----------------------|
| WEATHER | ROAD SURFACE | LIGHTING |
| C=Clear | D=Dry | D=Daylight |
| R=Rain | W=Wet | DKN=Dark Not Lighted |
| CLD=Cloudy | I=Icy | DKL=Dark Lighted |
| F=Fog | O=Other | DN=Dawn |
| S=Snow | U=Unknown | DS=Dusk |
| U=Unknown | | U=Unknown |

TYPE OF CRASH

- NUMBER OF FATALITIES OR INJURIES
- FATAL CRASH
 - INCAPACITATING/SUSPECT SERIOUS INJURY CRASH
 - NON-INCAPACITATING/SUSPECTED MINOR INJURY CRASH
 - PROPERTY DAMAGE CRASH
- Time: A=AM P=PM
- ☒ Parked Vehicle
 - ☒ Object (Specify)

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TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

CRASH DIAGRAM JANUARY 1, 2018 - FEBRUARY 17, 2021
 INTERSECTION OF STATE ROUTE 12 (MAIN STREET) AND ELIZABETH STREET / STRATTON BOULEVARD
 ASHLAND CITY

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

FIGURE 2
 STATE ROUTE 12
 LOG MILE 6.436
 TO
 LOG MILE 6.516

ITEM # 14.

4.0 Field Review Meeting

KCI conducted a field review of the subject project with local team members from the Town of Ashland City on Tuesday, March 2, 2021.

The purpose of the field review was to thoroughly investigate each intersection, determine the need for pedestrian infrastructure upgrades, identify challenges and opportunities to implementing infrastructure upgrades, and to reach a consensus on elements to be included within conceptual improvement plans and improvement cost estimates. Additional input from the Town of Ashland City was also welcome and recorded during the field review. All improvements provided comply with the state and local accessibility guidelines as well as the requirements set forth in TDOT's Roadway Design Guidelines, specifically Chapter 3 Multimodal Design, ADA, and PROWAG.

The field review findings provided will allow the Town of Ashland City to make specific decisions regarding the pedestrian improvements needed along the project's limits.

4.1 General Discussion Notes

KCI, along with the Town of Ashland City, discussed various improvements for each of the three intersections along the State Route 12 (Main Street) corridor at State Route 49 (Cumberland Street) / State Route 49 (Frey Street), and Elizabeth Street / Stratton Boulevard that would create a safe environment for pedestrians and improve ADA accessibility. The Town's long-term goals were taken into consideration when the team discussed pedestrian improvements needed along the corridor.

The primary purpose of this project is to provide pedestrian signal and ADA upgrades at signalized intersections to improve safety, operations, and accessibility. Improvements for pedestrian infrastructure considered during the field review include full traffic signal rebuilds, countdown pedestrian signals, pedestrian push buttons, leading pedestrian intervals, improved signage, high visibility crosswalk pavement markings, new pedestal poles, detectable warning mats, new ADA compliant curb ramps, pedestrian refuge islands, curb extensions, and other improvements consistent with TDOT's Multimodal Design Guidelines.

Sidewalks, curb ramps, pedestrian signals, and pedestrian pushbuttons exist at all three intersections, however, many of these features are either non-compliant or non-existent for all pedestrian crossings. Sidewalk widths were found to be deficient at multiple locations due to traffic signal or streetlight poles obstructing the pedestrian path of travel. Curb ramps are missing at several locations and those that exist are mostly non-compliant due to design or the lack of appropriate detectable warning surfaces. Pedestrian signals exist for most crossings, however, the pedestrian signals are not the required countdown display type and pedestrian pushbuttons are non-compliant due to type and/or placement in relation to the level landings. Pedestrian infrastructure is not provided for two of the crossings at the Elizabeth Street / Stratton Boulevard intersection. In general, opportunities exist at all three intersections to make significant improvements to pedestrian safety and ADA accessibility.

Various curb ramp design elements within the limits of the project are generally non-compliant including the orientation of curb ramps for dual crossings and single crossings. It is preferred that the orientation of the curb ramps direct pedestrian travel into the crosswalk as opposed to the travel lanes within the intersection. Many locations were deemed to have a non-standard orientation based on TDOT's multimodal standard drawings (MM-CR-1 through MM-CR-9). Examples of the standard curb ramp orientation are provided based on TDOT Standard Drawings MM-CR-5 and MM-CR-6.

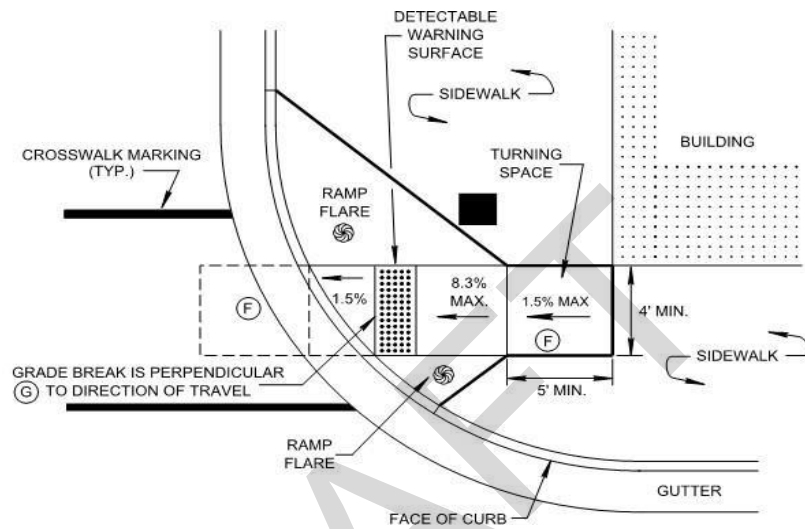


Figure 3. Example of Preferred Curb Ramp Orientation for Single Crossing
Source: TDOT Standard Drawing MM-CR-5

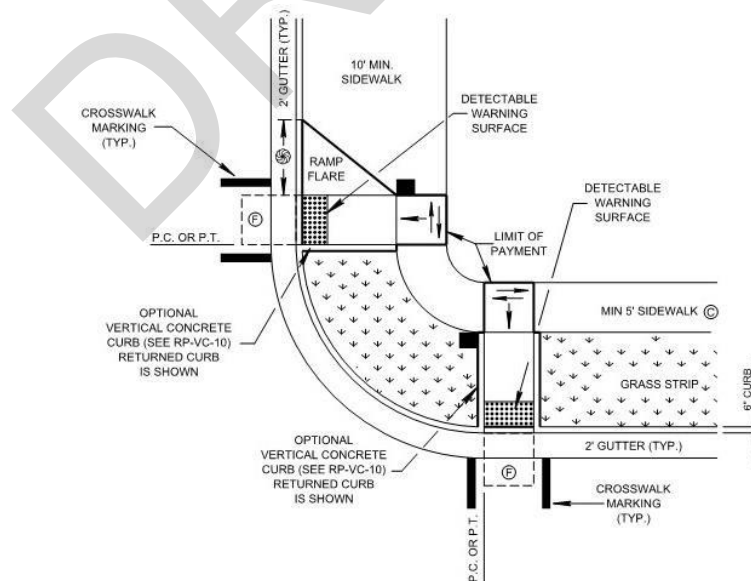


Figure 4. Example of Perpendicular Curb Ramp Outside Radius
Source: TDOT Standard Drawing MM-CR-6

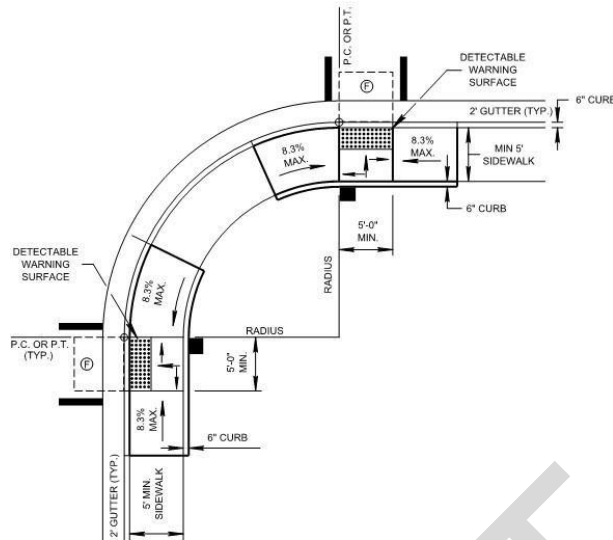


Figure 5. Example of Parallel Curb Ramp Outside Radius
Source: TDOT Standard Drawing MM-CR-6

Detectable warning surfaces were also missing and/or inconsistent. Varying colors and materials for truncated dome surfaces were evident throughout the corridor with some curb ramps having brick red truncated domes compared to other curb ramps having gray truncated domes that may not meet the ADA requirements for contrasting colors. TDOT requires detectable warning surfaces to be yellow in color.

Most curb ramps are too small or do not meet the design requirements for ADA compliance and will need to be replaced. In general, perpendicular ramps shall be provided at each intersection corner where geometric conditions allow. However, blended curb ramp transitions may be permitted where existing physical constraints prevent the alteration of the existing curb ramp.

The pedestrian signal accommodations along the corridor are generally non-compliant. At all three intersections, accessible pedestrian signals (APS) and countdown pedestrian signal displays are required to ensure ADA compliance, including the installation of pedestal poles and/or pedestrian pushbutton posts. The location of pedestrian pushbuttons in relation to curb ramps and level landings is important to ensure ADA compliance and all three intersections require modifications to meet the requirements. Furthermore, compliant APS installation includes audible and vibrotactile indications of the WALK interval.

In addition, the Town of Ashland City would like to consider Leading Pedestrian Interval (LPIs) for the pedestrian crossings at all three intersections to improve the safety of pedestrian crossings. LPIs provide an opportunity of 3 to 7 seconds for pedestrians to begin crossing before vehicles are given the green light. The benefits that LPIs provide for pedestrians are they increase the visibility of pedestrians, lower the conflicts with pedestrians and vehicles, increases the chance that permissive right turning vehicles will yield to pedestrians at a signalized crosswalk, and increases safety for pedestrians who travel slower through the intersection.

4.2 Intersection Improvement Review

KCI and the Town of Ashland City, evaluated various improvements for each of the three intersections along the State Route 12 (Main Street) corridor at State Route 49 (Cumberland Street) / State Route 49 (Frey Street), and Elizabeth Street / Stratton Boulevard. The following improvements, which are detailed by intersection, have been identified as priorities that will create a safe environment for pedestrians and improve ADA accessibility. These improvements comply with the state and local accessibility guidelines as well as the requirements set forth in TDOT's Roadway Design Guidelines, specifically Chapter 3 Multimodal Design, ADA, and PROWAG. Detailed description of the improvements, improvement cost estimates, and conceptual layouts of the improvements recommended for each intersection required to meet ADA compliance and improve pedestrian safety are provided as follows:

4.2.1 State Route 12 (Main Street) and State Route 49 (Cumberland Street) / State Route 49 (Frey Street)

The intersections of State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) are offset by approximately 100 feet in the center of Ashland City. Since these two intersections are controlled with a traffic signal operated by one traffic signal controller, they are essentially considered one intersection for the purpose of the project. Traffic movements are coordinated between the intersections and any improvements to signal related pedestrian infrastructure at one intersection will have a direct effect on the other intersection. Therefore, identified improvements are being presented in a single group that includes both intersections.

It was determined that the intersections of State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) will require significant modifications to bring the existing traffic signal into ADA compliance. Steel strain poles and streetlight poles would need to be relocated out of the sidewalk in order to achieve a 5-foot pedestrian path of travel. Three (3) existing steel strain traffic signal poles on the east side of State Route 12 (Main Street), including the pole supporting the signal cabinet, block the pedestrian path of travel narrowing the sidewalk to approximately 3-feet. Moving these poles, the addition of new pedestal poles required for pedestrian crossing compliance, traffic signal rewiring, and concrete repairs requires significant cost expenditure and construction.

Additionally, the traffic signal controlling these intersections is already approximately 20 years old and has been visibly damaged by vehicle strikes that may have compromised the ability to relocate signal poles. Due to the difficulties and cost associated with retrofitting ADA compliant pedestrian infrastructure at the intersections, a full traffic signal rebuild that eliminates several poles by combining traffic signal and streetlight infrastructure was identified as the most advantageous solution for improving pedestrian safety and bringing the intersections into ADA compliance.

Specific improvements associated with a full traffic signal rebuild include the following:

- The new traffic signal could consist of two (2) double mast arm poles on the northeast corner of State Route 49 (Cumberland Street) and southwest corner of State Route 49 (Frey Street), two (2) single mast arm poles on the southwest corner of State Route 49 (Cumberland Street) and northeast corner of State Route 49 (Frey Street), and three (3) pedestal poles on the northwest and southeast corners of State Route 49 (Cumberland Street) and southeast corner of State Route 49 (Frey Street). This will significantly reduce the amount of clutter along the sidewalk.
- A base mounted traffic signal cabinet could be located on the northeast corner of State Route 49 (Frey Street) where sidewalk space is available and where electrical service for the existing traffic signal exists, which will simplify construction.
- Pedestrian pushbuttons and new countdown pedestrian signal heads should be provided for three (3) pedestrian crossings across State Route 12 (Main Street). The two (2) pedestrian crossings across State Route 49 (Cumberland Street) / State Route 49 (Frey Street) should be provided with new countdown pedestrian signal heads. However, these crossings would not require pedestrian pushbuttons if those phases, which serves through traffic on State Route 12 (Main Street), were placed in pedestrian recall mode.
- Accessible pedestrian signals (APS) are required on state or federally funded projects where pedestrian signals are being replaced and should be installed for all five (5) pedestrian crossings. This includes audible and vibrotactile indications of the WALK interval.
- The Town of Ashland City has requested that the traffic signal poles, and signal cabinet be decorative black, similar to the existing streetlights at the intersection.
- Five (5) existing decorative streetlight poles could be removed from the sidewalk if the luminaires are consolidated onto new traffic signal poles or new pedestal poles.
- Phasing for a new traffic signal should remove some protected left and right turn movements that run concurrently with pedestrian crossings.
- No traffic signal interconnect or emergency vehicle preemption exists at these intersections.
- The Town of Ashland City prefers the following equipment be installed with the rebuilt traffic signal for consistency with other signals operated by the Town: Econolite signal controller, EDI conflict monitor, inductive loop detectors, GPS clock synch. A Proprietary Signal Item List for TDOT specifying these equipment types is provided.
- The Town of Ashland City has requested that decorative color concrete sidewalks and crosswalks be re-installed with construction of the traffic signal to match existing conditions.
- Noncompliant curb ramps (6 each) at the State Route 49 (Frey Street) intersection should be replaced per the Town of Ashland City ADA Transition Plan. Noncompliant curb ramps (5 each) at the State Route 49 (Cumberland Street) intersection should be replaced in conjunction with new signal pole installation along with replacement of the decorative colored concrete sidewalk on the east side of State Route 12 (Main Street). Additionally, detectable warning surfaces (2 each) should be upgraded to yellow in color at the intersection.

4.2.2 State Route 12 (Main Street) and Elizabeth Street / Stratton Boulevard

The intersection of State Route 12 (Main Street) at Elizabeth Street / Stratton Boulevard is a typical four-legged intersection controlled by a mast arm traffic signal with dual mast arm signal poles located in the southwest and northeast corners. Pedestrian signal equipment exists for the crossing movements across the northern and western legs of the intersection; however, a marked crosswalk is only provided for the northern leg. No curb ramp is provided in the southwest corner of the intersection. In order to improve pedestrian safety, provide pedestrian crossings for all legs of the intersection, and to bring the intersection into ADA compliance, retrofit improvements include the following:

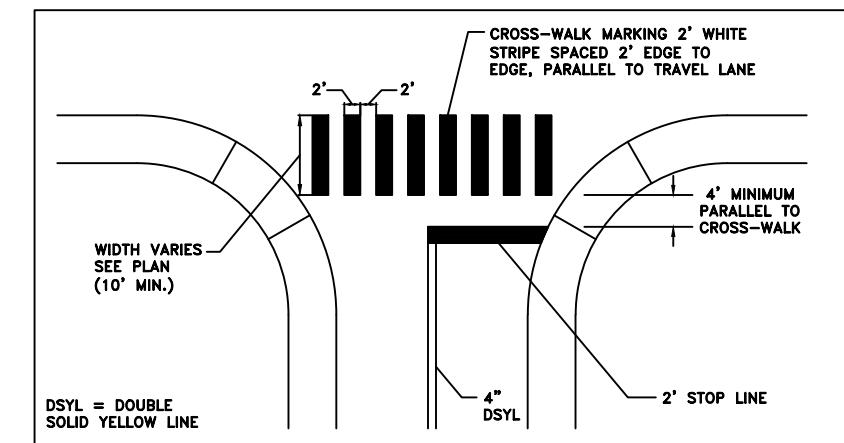
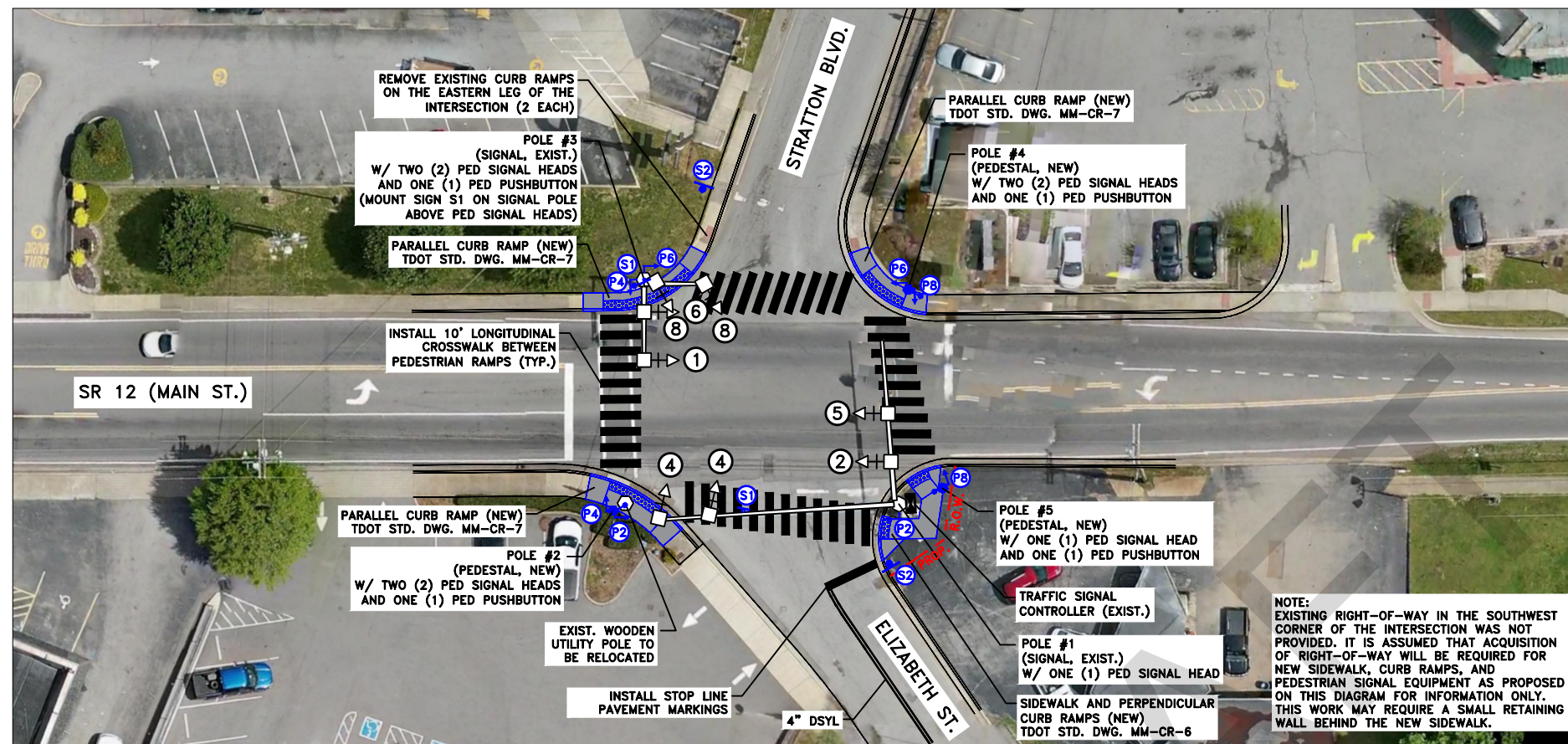
- The southeast corner of the intersection will require two (2) new ADA compliant curb ramps, one (1) new pedestrian push button located on one (1) new pedestal pole, and two (2) new countdown pedestrian signals.
- The northwest corner of the intersection will require two (2) new ADA compliant curb ramps, one (1) new pedestrian push button located on one (1) new pedestal pole, and two (2) new countdown pedestrian signals.
- The southwest corner of the intersection will require two (2) new ADA compliant curb ramps, one (1) new pedestrian push button located on one (1) new pedestal pole, and two (2) new countdown pedestrian signals.
- The northeast corner of the intersection will require two (2) new ADA compliant curb ramps, one new pedestrian pushbutton located on the existing signal pole next to the new curb ramp, and two (2) new countdown pedestrian signals.
- Pedestrian pushbuttons and new countdown pedestrian signal heads should be provided for two (2) crossings across State Route 12 (Main Street). The two (2) pedestrian crossings across Elizabeth Street / Stratton Boulevard should be provided with new countdown pedestrian signal heads. However, these crossings would not require pedestrian pushbuttons if those phases, which serves through traffic on State 12 (Main Street), were placed in pedestrian recall mode.
- Accessible pedestrian signals (APS) are required on state or federally funded projects where pedestrian signals are being replaced and should be installed for all four (4) pedestrian crossings. This includes audible and vibrotactile indications of the WALK interval.
- Four (4) new high-visibility longitudinal bar crosswalks should be installed between new ADA compliant curb ramps.
- The southwest corner of the intersection may require right-of-way acquisition and/or a bulb-out created by reducing the curb radius for installation of curb ramps. School bus turning movements should be accommodated if the curb radius is reduced. This would also likely require replacing vehicle detection loops for northbound approach and westbound left-turn lane.
- It would be preferable to relocate existing AT&T wood pole in the northwest corner, however, it is not required for ADA compliance.

For additional details on the field review meeting refer to Appendix A.

5.0 Conceptual Improvement Plans

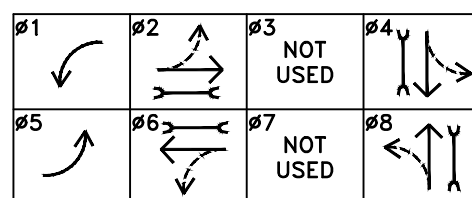
Conceptual improvement plans are provided indicating extensive upgrades required to the existing traffic signal facilities at the study intersections, including a full signal rebuild at the offset intersections of State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street). These improvements comply with the state and local accessibility guidelines as well as the requirements set forth in TDOT's Roadway Design Guidelines, specifically Chapter 3 Multimodal Design, ADA, and PROWAG.

DRAFT



TYPICAL STOP LINE PLACEMENT AND CROSS-WALK MARKINGS
N.T.S.

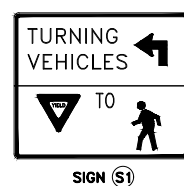
PHASING DIAGRAM



PERMITTED, BUT NOT PROTECTED

- * NOTE THAT PHASING SHOWN ON THIS DIAGRAM IS FOR INFORMATION ONLY AND MAY NOT REFLECT FIELD CONDITIONS.
- * A LEADING PEDESTRIAN INTERVAL (LPI) SHOULD BE USED FOR ALL PEDESTRIAN PHASES, IF POSSIBLE.

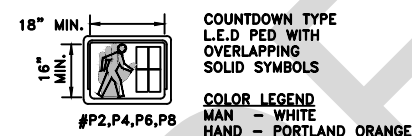
OVERHEAD TRAFFIC SIGNS



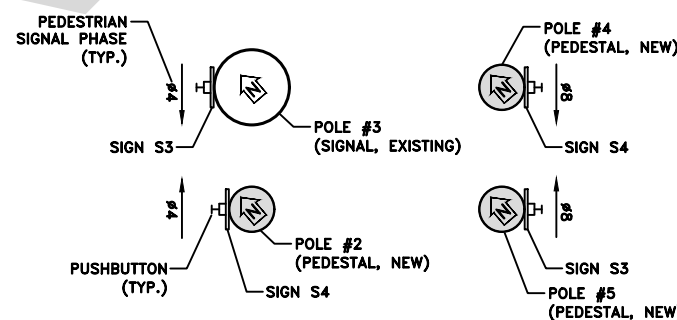
GROUND MOUNTED TRAFFIC SIGNS



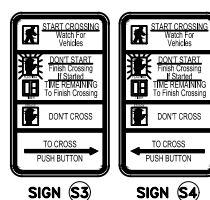
SIGNAL HEAD DISPLAYS



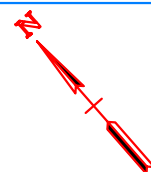
PEDESTRIAN PUSHBUTTON ORIENTATION MAIN STREET (SR-12) & STRATTON BOULEVARD/ELIZABETH STREET



PEDESTRIAN PUSHBUTTON SIGNS



LEGEND	
	UTILITY POLE (EXISTING)
	POLE MOUNTED TRAFFIC SIGNAL CONTROLLER (EXISTING)
	SIGNAL SUPPORT POLE W/ MAST ARM (EXISTING)
	SIGNAL HEAD W/ NUMBER & BACK PLATE (EXISTING)
	OVERHEAD SIGN W/ NUMBER (NEW)
	GROUND MOUNTED SIGN W/ NUMBER (NEW)
	PEDESTAL POLE (NEW)
	PEDESTRIAN SIGNAL HEAD W/ NUMBER (NEW)
	PEDESTRIAN PUSH BUTTON W/ SIGN (NEW)
	DETECTABLE WARNING MAT (YELLOW, NEW)
	SIDEWALK, CURB RAMP (NEW)
	APPROX. LIMITS OF RIGHT-OF-WAY (NEW)



TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS
CONCEPTUAL IMPROVEMENTS
INTERSECTION OF STATE ROUTE 12 (MAIN STREET) AND ELIZABETH STREET / STRATTON BOULEVARD
ASHLAND CITY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

FIGURE 7
STATE ROUTE 12
LOG MILE 6.436
TO
LOG MILE 6.516

ITEM # 14.

6.0 Cost Estimate

The estimated cost of the improvements for the State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) intersections are shown in Table 1 below. Additional details are provided in Appendix D.

DESCRIPTION OF IMPROVEMENT	ESTIMATED COST
Traffic Signal Rebuild	\$248,500
Curb Ramp Installation (ADA Compliant)	\$74,500
¹ Miscellaneous Improvements	\$47,500
TOTAL	\$370,500
<i>¹ Miscellaneous improvement items include the relocation of the existing streetlight luminaires to the new traffic signal poles and replacement of the existing decorative brick pattern sidewalk on the east side of State Route 12 (Main Street).</i>	

Table 1. Estimated Cost of Improvements for State Route 12 (Main Street) and State Route 49 (Cumberland Street) / State Route 49 (Frey Street)

The estimated cost of the improvements for the State Route 12 (Main Street) and Elizabeth Street / Stratton Boulevard intersection is shown in Table 2 below. Additional details are provided in Appendix D.

DESCRIPTION OF IMPROVEMENT	ESTIMATED COST
Pedestrian Signal (ADA Compliant)	\$59,500
Curb Ramp Installation (ADA Compliant)	\$52,000
Crosswalk Pavement Markings	\$24,000
¹ Miscellaneous Improvements	\$47,500
TOTAL	\$183,000
<i>¹ Miscellaneous improvement items include the potential acquisition of R.O.W. in the southwest corner of the intersection for curb ramp installation and the relocation of the utility pole in the northwest corner.</i>	

Table 2. Estimated Cost of Improvements for State Route 12 (Main Street) and Elizabeth Street / Stratton Boulevard

The total estimated cost of the improvements for the study intersections, including mobilization, construction contingencies, and construction engineering and inspection is shown in Table 3 below. Additional details are provided in Appendix D.

DESCRIPTION	SR 12 (MAIN ST) & SR 49 (CUMBERLAND ST.) / SR 49 (FREY ST.)	SR 12 (MAIN ST.) & ELIZABETH ST. / STRATTON BLVD.	TOTAL
Improvements	\$370,500	\$183,000	\$553,500
Maintenance of Traffic (10%)	\$38,000	\$19,000	\$57,000
SUBTOTAL	\$408,500	\$202,000	\$610,500
MOBILIZATION (5%)			\$31,000
CONSTRUCTION CONTINGENCIES (10%)			\$62,000
CONSTRUCTION ENGINEERING & INSPECTION (10%)			\$62,000
GRAND TOTAL			\$765,500

Table 3. Estimated Cost of Improvements for State Route 12 (Main Street) Corridor

7.0 Proprietary Traffic Signal Items

As a supplement to the conceptual improvement plans and associated cost estimates detailed in Sections 5.0 and 6.0, KCI prepared a Proprietary Item Request letter and traffic signal specifications for the Town of Ashland City. Having a Proprietary Item certification on file with TDOT will allow specific traffic signal equipment to be purchased where Federal and/or State funding are utilized. Establishing a Proprietary Item list with TDOT will allow for full traffic signal synchronization capabilities and ease of maintenance within the existing and future traffic signal system operated and maintained by the Town of Ashland City. In addition, the Proprietary Item list for traffic signal equipment will continue standardization of the signal system and ensure that the comprehensive maintenance and spare equipment programs established by the Town are managed efficiently. The following proprietary traffic signal components were included with the request.

- Signal Controller: Econolite Cobalt
- Signal Monitor: Reno A&E MMU2-1600GE
- Loop Detector: Reno A&E GT-200

The Proprietary Item Request was submitted to the TDOT Traffic Operations Division on May 10, 2021. The letter and traffic signal specifications can be found in Appendix E.

8.0 Conclusion

Based on the findings during the field review meeting, the conceptual improvement plans, and the improvement cost estimates provide the Town of Ashland City with the information required to satisfy all pedestrian safety needs at each of the signalized intersections within the study area. These improvements comply with the state and local accessibility guidelines as well as the requirements set forth in TDOT’s Roadway Design Guidelines, specifically Chapter 3 Multimodal Design, ADA, and PROWAG.

DRAFT

Appendix A
KICKOFF AND FIELD REVIEW MEETINGS

DRAFT



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

500 11th Avenue North, Suite 290 • Nashville, TN 37203 • Phone 615.370.8410 • Fax 615.370.8455

TOWN OF ASHLAND CITY
TDOT COMMUNITY TRANSPORTATION PLANNING GRANT
TRANSPORTATION SYSTEMS MANGEMENT AND OPERATIONS (TSM&O)
PEDESTRIAN SIGNAL UPGRADES

PROJECT KICKOFF MEETING MINUTES
FEBRUARY 4, 2021

The following minutes represent our understanding of the subject matter covered during the February 4, 2021 kickoff meeting. If this differs from your understanding, please notify us. Action items are summarized at the end of the document.

Created by: Jonathan Cleghon (KCI)
Brandon Taylor (KCI)
John Houghton (KCI)

Distributed to: Ian Preston (TDOT)
Jonathan Russell (TDOT)
Brian Stinson (Town of Ashland City)

Attendees

Ian Preston (TDOT)
Brian Stinson (Town of Ashland City)
Clint Biggers (Town of Ashland City)
Jared Eden (Town of Ashland City)
Jonathan Cleghon (KCI)
Brandon Taylor (KCI)
John Houghton (KCI)

Agenda

1. Project Team Introductions – Primary Points of Contact

- TDOT, Town of Ashland City, KCI contact information for Ian Preston, Jonathan Russell, Brian Stinson, Jonathan Cleghon, Brandon Taylor, John Houghton.

- Ian Preston and Jonathan Cleghon will serve as primary points of contact for TDOT and KCI.

2. Project Information

- Study intersections:
 - Main Street (SR 12) at Cumberland Street (SR 49)
 - Main Street (SR 12) at Frey Street (SR 49)
 - South Main Street (SR 12) at Stratton Boulevard/Elizabeth Street

The signalized, offset intersections on Main Street (SR 12) at Cumberland Street (SR 49) and Frey Street (SR 49) operate from a single traffic signal controller.

- Existing pedestrian infrastructure and ADA deficiencies:

Town staff provided a history of previous projects. The Renaissance Ashland City project, which began in 2004, provided new sidewalks and full traffic signal rebuilds. However, sidewalks, curb ramps, and traffic signals do not meet current Americans with Disabilities Act (ADA) standards. Minor updates to the traffic signals have been completed within the last 7 years, but they still require additional improvements for full ADA compliance.

- Traffic signal equipment and capabilities, pedestrian requirements, and physical limitations:

The signalized, offset intersections on Main Street (SR 12) at Cumberland Street (SR 49) and Frey Street (SR 49) operate from a single traffic signal controller. Traffic signal controllers are newer Econolite models, which are preferred by the Town. Capability of the signal cabinets to accept new phases is unknown at this time and will be evaluated during the field review meeting. The primary physical limitation will be determining how to meet ADA requirements given the existing position of sidewalks, curb ramps, and signal poles.

- Typical signal equipment used by the Town of Ashland City:

The Town has or is upgrading all traffic signal controllers to Econolite models. KCI will evaluate other signal related components during the field review meeting.

- Intersection design philosophy for accommodating non-motorized traffic:

Pedestrians should be accommodated to the fullest extent possible and all ADA requirements must be met. Due to the operation of the two offset intersections on Main Street (SR 12) at Cumberland Street (SR 49) and Frey Street (SR 49), introduction of new pedestrian or vehicle phases may prove to be very difficult or even detrimental to existing signal operation.

- Perceived problems and concerns at the above intersections:

The primary concern is bringing the intersections into compliance with ADA requirements.

- Review process and deliverables:

All documents being submitted to the Town for review will be sent to Brian Stinson, who will distribute to other staff as needed. Ian Preston will be copied on all submittals.

- The need for establishing a proprietary signal item list with TDOT:

The Town does not currently have a propriety signal item list on file with TDOT. KCI will evaluate traffic signal equipment during the field review meeting and determine which items may qualify. Establishing a proprietary signal item list with TDOT may prove beneficial during the future construction phase of the project or if modifications are undertaken on any of the seven (7) signals operated by the Town. The list would also apply to any new traffic signals constructed by TDOT.

3. Data Collection

- Historical count data: turning movement counts (TMC) and average daily traffic (ADT):
This data may exist. Brian Stinson will forward traffic data on file.

- Highest volume pedestrian crossings:
Observations will be made and discussion will take place during the field review meeting to establish the best method of accommodating pedestrian movement at the intersections.

- Record design information for traffic signals and intersections:
This data may exist. Brian Stinson will forward design records on file, however, much of this information was in paper format and was lost during the 2010 flood. TDOT may have record designs or they may be stored in the signal cabinets.

- Current signal timing:
Signal timing sheets do not exist. KCI will collect existing signal timing during the field review meeting.

- Crash data:
The biggest concern at the intersections is property damage caused by large trucks that are unable to make turns due to the small curb radii. KCI will assemble crash data to determine if additional safety measures are needed.

4. Schedule

Schedule												
Month	1				2				3			
Week	1	2	3	4	5	6	7	8	9	10	11	12
Task 1.0 - Project Management	A											
Task 2.0 - Data Collection												
Task 3.0 - Field Review Meeting and Memorandum			B									
Task 4.0 - Conceptual Plans										C		
Task 5.0 - Final Report												D
Meetings A = Kickoff Meeting B = Field Review Meeting C = Conceptual Plan Review D = Final Report												

KCI does not foresee any issues meeting the required project schedule.

5. Schedule Field Review Meeting

KCI will follow up to schedule the field review meeting the week of March 1st, avoiding Wednesday, during the 9AM to 2PM period. In addition, KCI would like to make a separate advance site visit to properly prepare for the field review meeting. Brian Stinson will be notified in advance of KCI's arrival so that signal cabinets can be accessed.

6. Other topics

None were identified.

Action Items

- *KCI will schedule the field review meeting.
(Completed 2/4/2021 prior to completion of the meeting minutes. The field review meeting is scheduled for 3/2/2021 at 10AM.)*
- *KCI will proceed with data collection as scheduled.*
- *KCI will schedule an advance site visit to properly prepare for the field review meeting. Brian Stinson will be notified in advance.*
- *The Town of Ashland City will provide traffic data and record design files if they are available.
(Completed 2/4/2021 prior to completion of the meeting minutes.)*

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FIELD REVIEW SIGN-IN SHEET

Tuesday, March 2, 2021

Main Street (SR 12) at Cumberland Street / Frey Street (SR 49)

Main Street (SR 12) at Stratton Boulevard / Elizabeth Street

Name	Title	Organization	Contact Information
Brian Stinson	ADA/Backflow Coordinator	Town of Ashland City	Bstinson@ashlandcitytn.gov
Clint Biggers	Public Works/Public Utilities Director	Town of Ashland City	CBiggers@ashlandcitytn.gov
Jared Eden	Street Maintenance Supervisor	Town of Ashland City	Jeden@ashlandcitytn.gov
Brandon Taylor	Project Manager, Consultant	KCI Technologies, Inc.	Brandon.taylor@kci.com
Jonathan Cleghon	Project Engineer, Consultant	KCI Technologies, Inc.	Jonathan.Cleghon@kci.com
Josh Green	Project Engineer, Consultant	KCI Technologies, Inc.	Josh.Green@kci.com

DRAFT

Ashland City TSM&O Pedestrian Signal Upgrades

Field Meeting Notes

3/2/2021

Attendees

Town of Ashland City: Brian Stinson
Clint Biggers
Jared Eden

KCI: Brandon Taylor, Josh Green, Jonathan Cleghon

Main St (SR 12) / Cumberland St (SR 49) / Frey St (SR 49)

- Due to scope of bringing the existing traffic signal (including pedestrian equipment) into ADA compliance, Town's preference is for a full signal rebuild.
- 3 existing steel strain poles on east side of Main St, including the pole supporting the traffic signal cabinet, block the pedestrian path of travel narrowing the sidewalk to approximately 3' (5' standard for ADA). Moving these poles, addition of new pedestal poles required for pedestrian crossing compliance, signal rewiring, and concrete repairs for signal poles justifies a full signal rebuild.
- New traffic signal to consist of 2 double mast arm poles (NE at Cumberland and SW at Frey), 2 single mast arm poles (SW at Cumberland and NE at Frey), and 3 pedestal poles (NW and SE at Cumberland and SE at Frey). This will significantly reduce the amount of clutter along the pedestrian path of travel.
- Phasing for new traffic signal should remove some protected left and right turn movements that run concurrently with pedestrian movements.
- Base mounted signal cabinet to be included in NE corner at Frey St.
- Pedestrian pushbuttons and new countdown pedestrian signal heads to be provided for 3 crossings across Main St. Pedestrian crossings across Cumberland St and Frey St will not require pushbuttons (ped recall). Additionally, accessible pedestrian signals (APS) are required on state or federally funded projects where pedestrian signals are being replaced. This includes audible and vibrotactile indications of the WALK interval.
- Signal poles and cabinet to be decorative black, similar to the existing street lighting at the intersection.
- Existing decorative streetlights to be consolidated onto new signal poles (4 total). New attachments may be required based on final location of new signal poles.
- No signal communication exists.
- No emergency vehicle preemption exists.
- Town preferred signal equipment: Econolite signal controller, EDI conflict monitor, inductive loop detectors, GPS clock synch.
- KCI to assist with preparation of a Proprietary Signal Item List for TDOT.
- Town preference to re-install decorative color concrete sidewalks and crosswalks.

South Main St (SR 12) / Stratton Blvd / Elizabeth St

- SE, NW, SW corners – 2 new ramps at each corner (6 total), 1 new pedestrian push button located on a new pedestal pole at each corner (3 total) with new countdown ped signals (6 total). APS ped signals are required.
- NE corner – 2 new ramps (2 total), 1 new PPBs on existing signal pole at ramp (1 total) with new countdown ped signals (2 total). APS ped signals are required.
- New high-visibility longitudinal bar crosswalks (4 total).
- SW corner may require ROW acquisition and/or curb radius reduction that accommodates school bus turning movements for installation of curb ramps. May require new detection loops for NB and WB LT
- KCI will utilize Austin Peay University (APSU) GIS system to determine approximate extents of existing ROW.
- NW corner would be preferable to relocate existing AT&T wood pole, but not required.
- Pedestrian pushbuttons to be provided for 2 crossings across Main St. Pedestrian crossings across Stratton Blvd and Elizabeth St will not require pushbuttons (ped recall).
- Up-to-date aerial information will be provided to KCI by the Town.
- If this list of improvements is agreeable, KCI will prepare a detailed description of the improvements required, detailed cost estimates of the improvements, and conceptual layouts of the improvements recommended for each intersection in order to meet ADA compliance.

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Appendix B
CRASH DATA

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Query: Crashes on SR 12 near Elizabeth_Stratton

CR_CRASH.County = CHEATHAM

CR_CRASH.Route = SR012

CR_CRASH.Year Of Crash > 2017

CR_CRASH.Log Mile >= 6.436 And CR_CRASH.Log Mile <= 6.516

BLM Relation to First Junction	Case Number	Location	Year Of Crash	Date of Crash	Time of Crash	Type of Crash	Total Killed	Total Inj	Total Incap Inj	Total Other Inj	Total Veh	First Harmful Event	Manner of First Collision	Weather	Light Conditions
6.5 NON_JUNCTION	102229420	Along Roadway	2018	11/19/2018	1242	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, SAME DIR	Clear	Daylight
6.44 NON_JUNCTION	102299057	Along Roadway	2019	2/6/2019	1935	Prop Damage (over)	0	0	0	0	1	Utility Pole	NO COLLISION W/ VEHICLE	Rain	Dark-Lighted
6.5 NON_JUNCTION	102089630	Along Roadway	2018	7/28/2018	0	Suspected Minor Inj	0	1	0	0	1	Utility Pole	NO COLLISION W/ VEHICLE	Clear	Dark-Lighted
6.45 NON_JUNCTION	102243008	Along Roadway	2018	12/11/2018	1545	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.46 NON_JUNCTION	102643327	Along Roadway	2020	2/3/2020	1225	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.48 NON_JUNCTION	102753305	At an Intersection	2020	8/3/2020	1410	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.48 NON_JUNCTION	102856142	Along Roadway	2020	12/10/2020	1114	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, OPP DIR	Clear	Daylight
6.51 NON_JUNCTION	102159328	Along Roadway	2018	9/27/2018	1535	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	ANGLE	Clear	Daylight
6.51 NON_JUNCTION	102150199	Along Roadway	2018	9/19/2018	1215	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR TO SIDE	Clear	Daylight
6.51 NON_JUNCTION	102057946	Along Roadway	2018	6/29/2018	1430	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	ANGLE	Clear	Daylight
6.51 NON_JUNCTION	102851684	Along Roadway	2020	12/6/2020	303	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.48 INTERSECTION	102221973	At an Intersection	2018	11/19/2018	1711	Suspected Minor Inj	0	1	0	1	3	Vehicle in Transport	REAR-END	Clear	Dark-Lighted
6.48 INTERSECTION	102468000	At an Intersection	2019	8/2/2019	1703	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.48 INTERSECTION	101975229	At an Intersection	2018	4/12/2018	1429	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.48 INTERSECTION	102075800	At an Intersection	2018	7/15/2018	1525	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	ANGLE	Rain	Daylight
6.48 INTERSECTION	102188186	At an Intersection	2018	10/24/2018	159	Prop Damage (over)	0	0	0	0	2	Unknown Harmful Event	UNKNOWN	Clear	Daylight
6.48 INTERSECTION RELATED	101984194	At an Intersection	2018	4/20/2018	1553	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight

DRAFT

Query: Crashes on SR 12
 CR_CRASH.County = CHEATHAM
 CR_CRASH.Route = SR012
 CR_CRASH.Year Of Crash > 2017
 CR_CRASH.Log Mile >= 6.57 And CR_CRASH.Log Mile <= 6.68

BLM	Relation to First Junction	Case Number	Location	Year Of Crash	Date of Crash	Time of Crash	Type of Crash	Total Killed	Total Inj	Total Incap Inj	Total Other Inj	Total Veh	First Harmful Event	Manner of First Collision	Weather	Light Condition
6.57	NON_JUNCTION	102728692	Along Roadway	2020	6/18/2020	2012	Suspected Minor Inj	0	1	0	1	2	Vehicle in Transport	ANGLE	Clear	Dusk
6.59	NON_JUNCTION	102736239	Along Roadway	2020	7/2/2020	1445	Suspected Minor Inj	0	1	0	1	3	Vehicle in Transport	REAR-END	Clear	Daylight
6.61	NON_JUNCTION	102167397	At an Intersection	2018	10/4/2018	531	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport in other Roadway	OTHER	Clear	Dark-Lighted
6.57	NON_JUNCTION	102691438	Along Roadway	2020	3/20/2020	1310	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, SAME DIR	Rain	Daylight
6.61	NON_JUNCTION	102109475	At an Intersection	2018	8/13/2018	1310	Prop Damage (over)	0	0	0	0	3	Luminaire/Light Support	NO COLLISION W/ VEHICLE	Clear	Daylight
6.61	NON_JUNCTION	102243680	At an Intersection	2018	12/12/2018	1002	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Cloudy	Daylight
6.64	NON_JUNCTION	102893744	Along Roadway	2021	2/6/2021	1155	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, SAME DIR	Cloudy	Daylight
6.65	NON_JUNCTION	102866789	Along Roadway	2020	12/26/2020	111	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.67	NON_JUNCTION	102409532	At an Intersection	2019	6/3/2019	0	Prop Damage (over)	0	0	0	0	2	Parked Motor Vehicle	UNKNOWN	Clear	Daylight
6.61	INTERSECTION	102495950	At an Intersection	2019	8/24/2019	1805	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.64	INTERSECTION	102699125	At an Intersection	2020	5/2/2020	1122	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	ANGLE	Clear	Daylight
6.61	INTERSECTION	102079160	At an Intersection	2018	7/18/2018	1600	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.61	INTERSECTION	102157084	At an Intersection	2018	9/25/2018	1400	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Rain	Daylight
6.61	INTERSECTION	102715847	At an Intersection	2020	5/28/2020	1412	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, SAME DIR	Clear	Daylight
6.64	INTERSECTION	101903659	At an Intersection	2018	2/1/2018	1415	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.64	INTERSECTION	102235996	At an Intersection	2018	12/4/2018	1317	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, OPP DIR	Cloudy	Daylight
6.61	INTERSECTION RELATED	102488991	At an Intersection	2019	8/25/2019	927	Suspected Serious Inj	0	1	1	0	1	Pedestrian	NO COLLISION W/ VEHICLE	Clear	Daylight
6.61	INTERSECTION RELATED	102767320	At an Intersection	2020	8/24/2020	222	Suspected Minor Inj	0	1	0	1	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.61	INTERSECTION RELATED	102667811	At an Intersection	2020	2/25/2020	0	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	SIDESWIPE, SAME DIR	Clear	Daylight
6.64	INTERSECTION RELATED	102757323	At an Intersection	2020	8/9/2020	1447	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight
6.64	INTERSECTION RELATED	102801928	At an Intersection	2020	10/5/2020	933	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	ANGLE	Clear	Dark-Lighted

DRAFT

Query: Crashes on SR 49
 CR_CRASH.County = CHEATHAM
 CR_CRASH.Route = SR049
 CR_CRASH.Year Of Crash > 2017
 CR_CRASH.Log Mile >= 5.76 And CR_CRASH.Log Mile <= 5.84

BLM	Relation to First Junction	Case Number	Location	Year Of Crash	Date of Crash	Time of Crash	Type of Crash	Total Killed	Total Inj	Total Incap Inj	Total Other Inj	Total Veh	First Harmful Event	Manner of First Collision	Weather	Light Conditions
5.84	NON_JUNCTION	102860701	Along Roadway	2020	12/17/2020	310	Suspected Minor Injury	0	1	0	1	2	Vehicle in Transport	REAR-END	Clear	Daylight
5.794	NON_JUNCTION	102589768	Along Roadway	2019	12/5/2019	1233	Prop Damage (over)	0	0	0	0	2	Vehicle in Transport	REAR-END	Clear	Daylight

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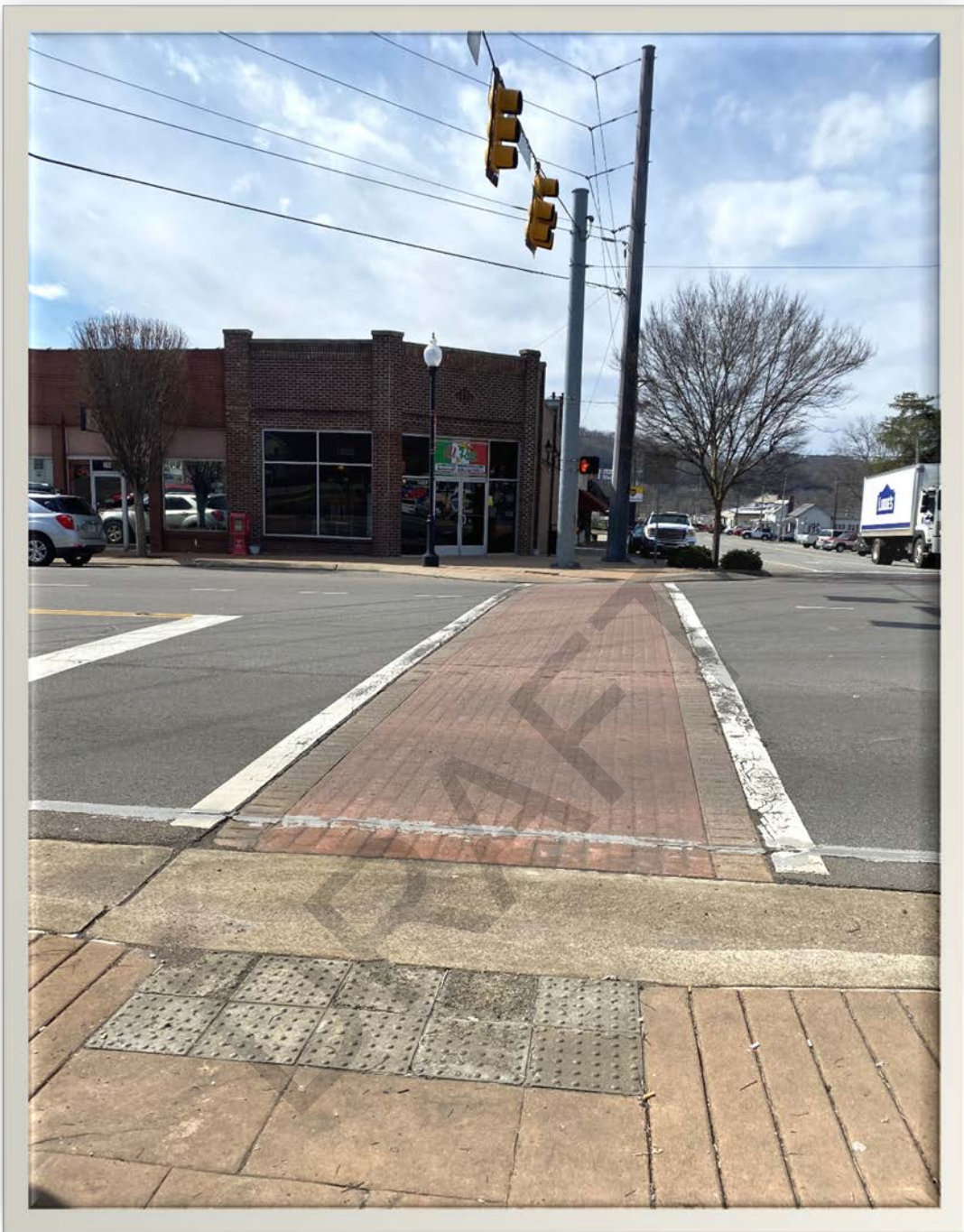
APPENDIX C
FIELD REVIEW PHOTOS AND INTERSECTION DEFICIENCIES

DRAFT



SOUTHEAST CORNER (LOOKING NORTH)

- **STEEL STRAIN TRAFFIC SIGNAL POLE AND DECORATIVE STREET LIGHT POLE BLOCKING PEDESTRIAN THROUGHWAY ZONE**



SOUTHEAST CORNER (LOOKING AT SOUTHWEST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHWEST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (SOUTHWEST CORNER)**



NORTHEAST CORNER (LOOKING NORTH)

- **STEEL STRAIN TRAFFIC SIGNAL POLE, DECORATIVE STREET LIGHT POLE, AND PARKING LOT CURBING BLOCKING PEDESTRIAN THROUGHWAY ZONE**
- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON**



NORTHEAST CORNER (LOOKING AT NORTHWEST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON (NORTHWEST CORNER)**



NORTHWEST CORNER (LOOKING AT NORTHEAST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR DUAL CROSSING LOCATION (NORTHWEST CORNER)**



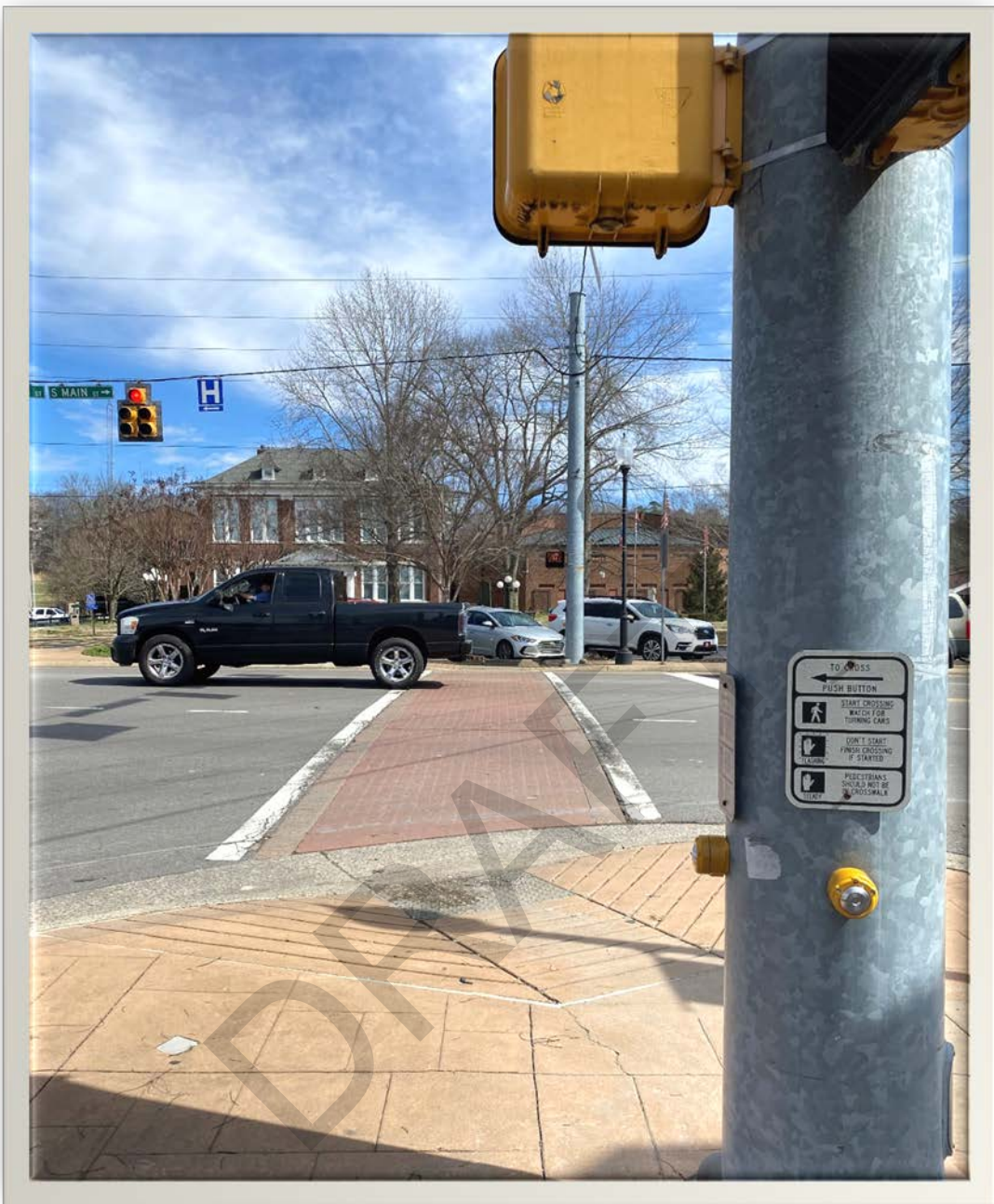
NORTHWEST CORNER (LOOKING AT SOUTHWEST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHWEST CORNER)**



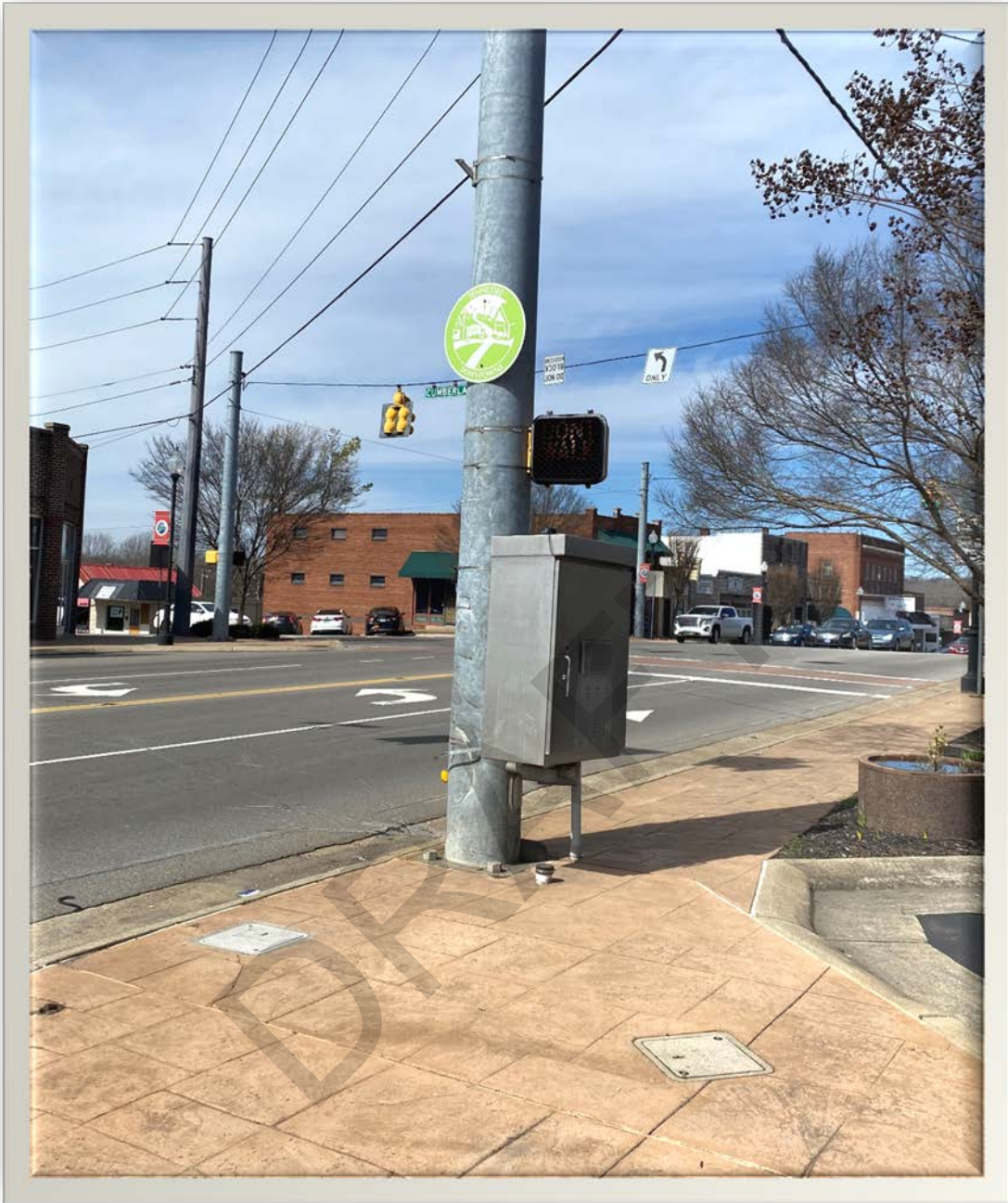
SOUTHWEST CORNER (LOOKING AT NORTHWEST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (NORTHWEST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATIONS (BOTH CORNERS)**



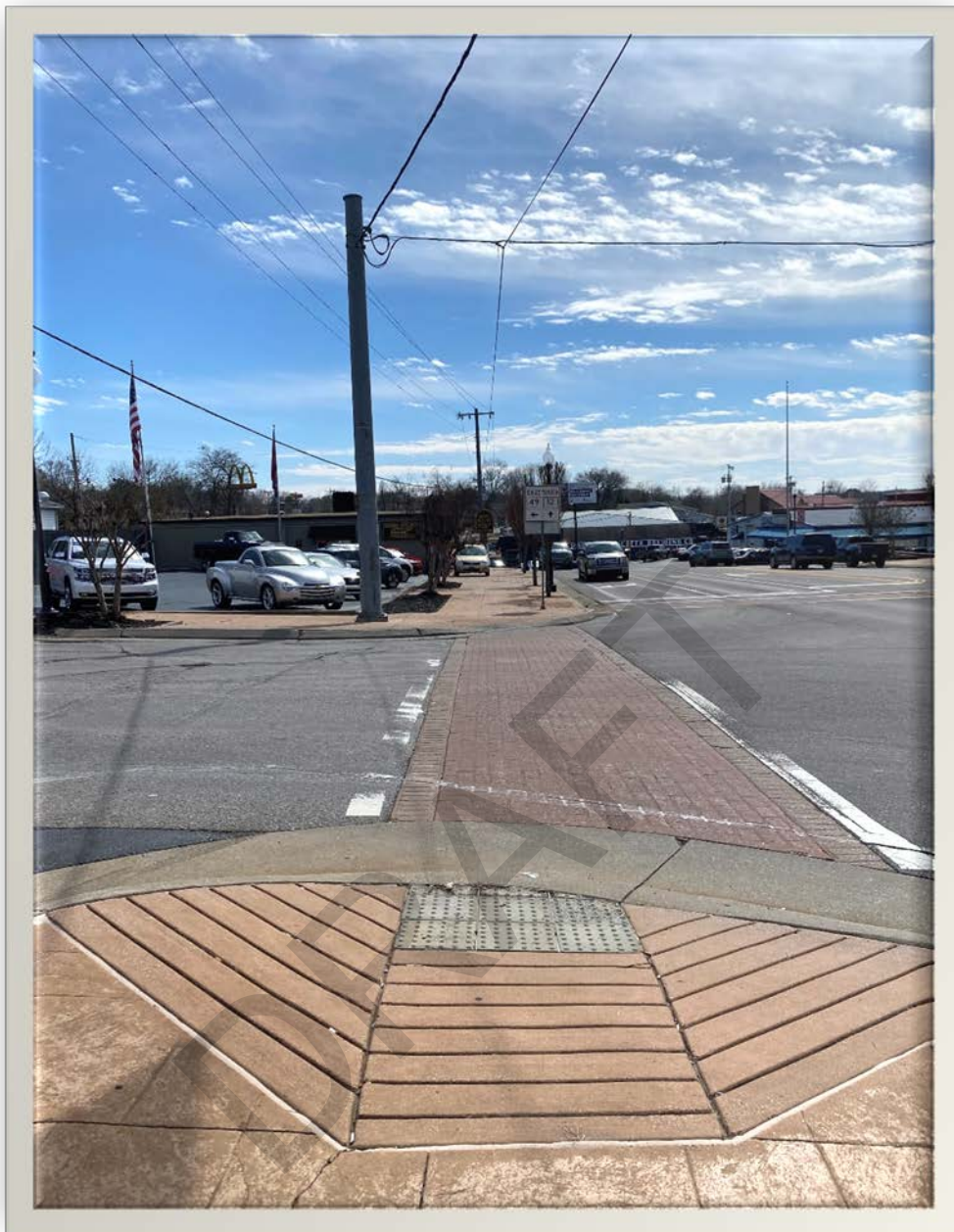
SOUTHWEST CORNER (LOOKING AT SOUTHEAST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHEAST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (SOUTHWEST CORNER)**
- **CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR DUAL CROSSING LOCATION (SOUTHWEST CORNER)**



NORTHEAST CORNER (LOOKING NORTH)

- **POLE MOUNTED TRAFFIC SIGNAL CABINET BLOCKING PEDESTRIAN THROUGHWAY ZONE**
- **WESTBOUND RIGHT-TURN TRUCK MOVEMENTS HAVE DAMAGED STEEL STRAIN TRAFFIC SIGNAL POLE AND PUSHBUTTON**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS AND DAMAGED PUSHBUTTON IN NONCOMPLIANT LOCATION**



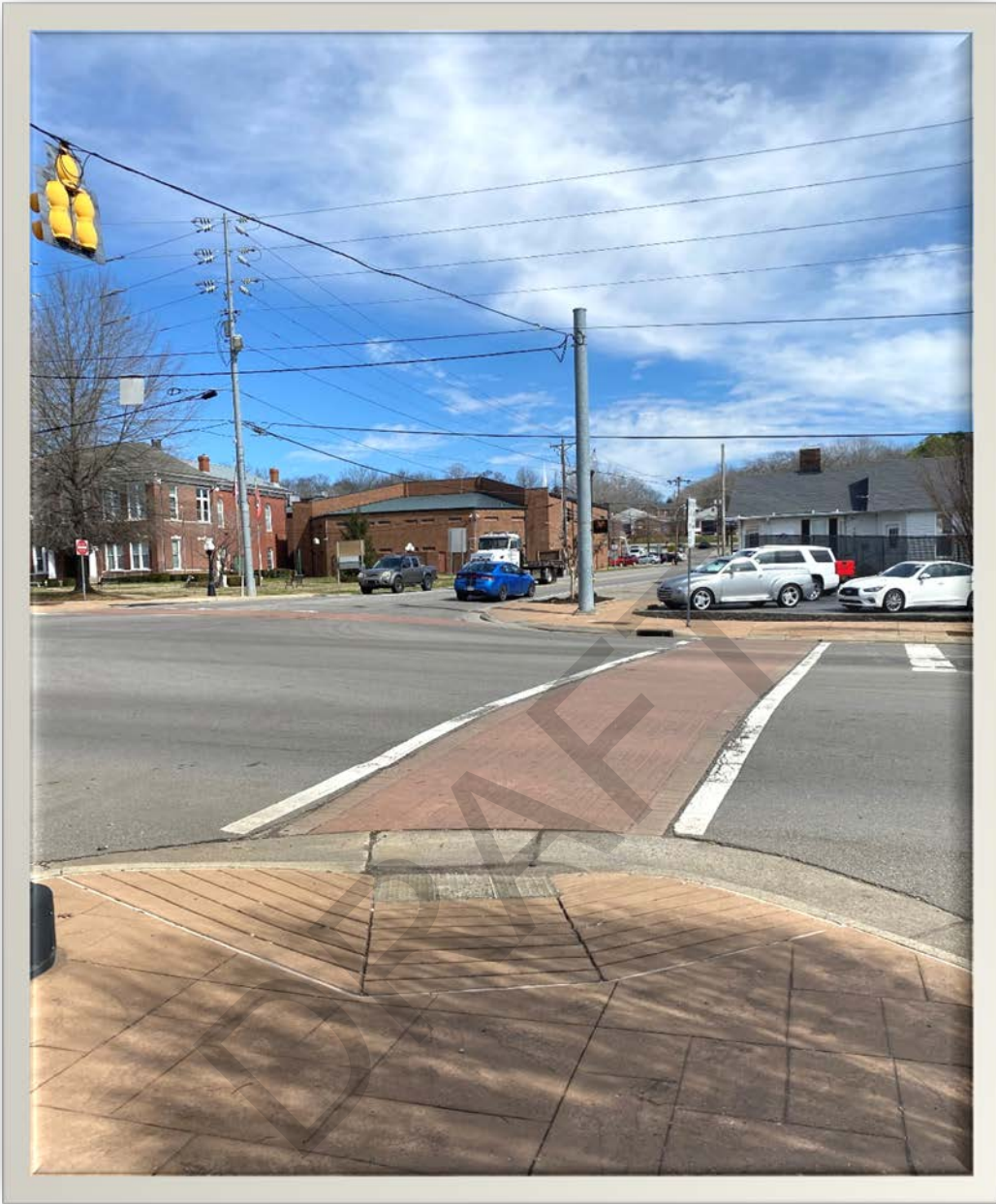
NORTHEAST CORNER (LOOKING AT SOUTHEAST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHEAST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (SOUTHEAST CORNER)**
- **CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR DUAL CROSSING LOCATION (SOUTHEAST CORNER)**



SOUTHEAST CORNER (LOOKING AT SOUTHWEST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (SOUTHEAST CORNER)**



SOUTHWEST CORNER (LOOKING AT SOUTHEAST CORNER)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHEAST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (SOUTHEAST CORNER)**
- **CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR DUAL CROSSING LOCATION (SOUTHWEST CORNER)**



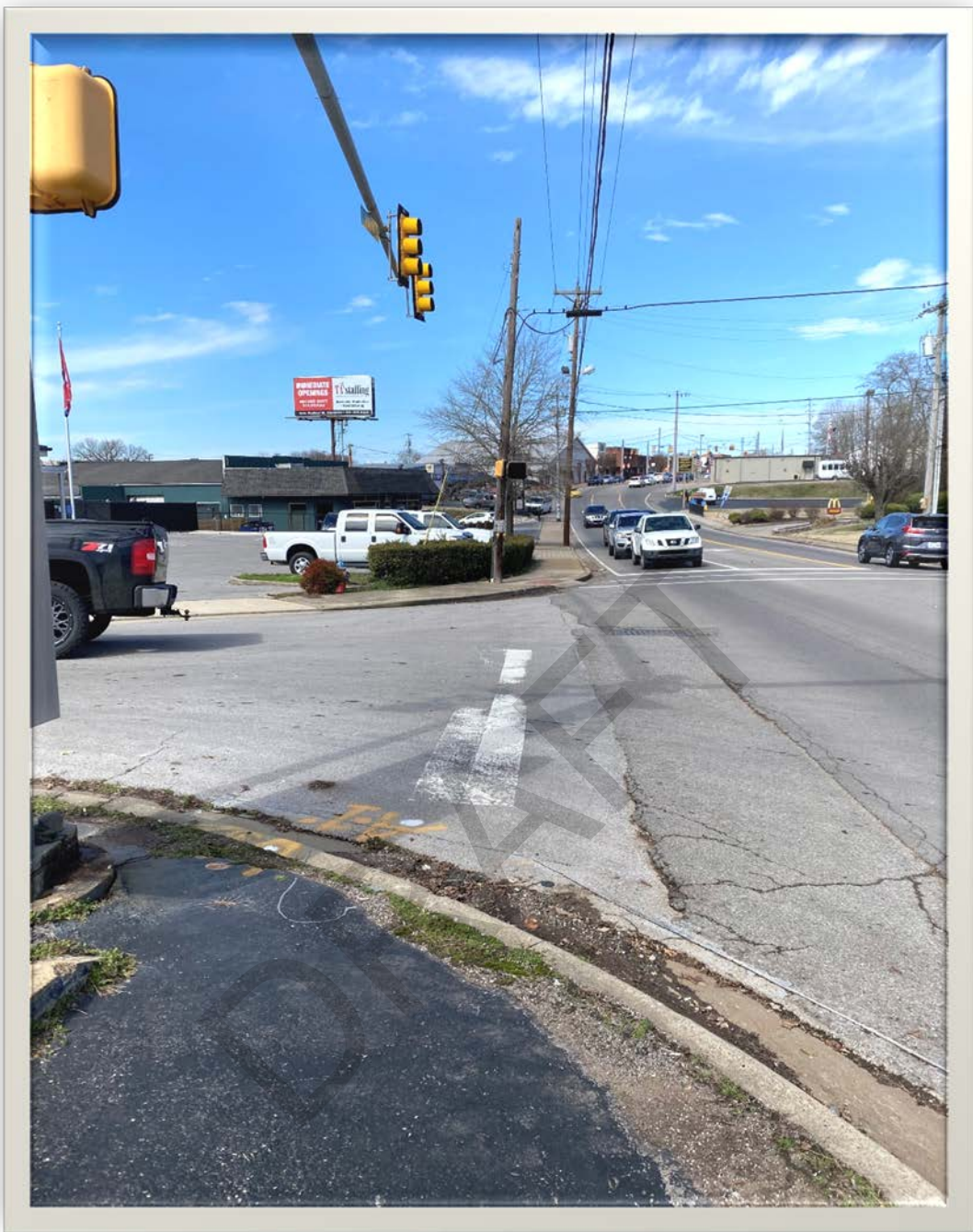
SOUTHWEST DRIVEWAY CORNER (LOOKING NORTH)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH DRIVEWAY CORNERS)**
- **PEDESTRIAN SIGNAL HEAD AND PUSHBUTTON IS NOT LOCATED AT MAIN STREET (SR 12) CROSSING (NORTHWEST DRIVEWAY CORNER)**



NORTHWEST DRIVEWAY CORNER (LOOKING SOUTH)

- **NONCOMPLIANT DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH DRIVEWAY CORNERS)**
- **PEDESTRIAN SIGNAL HEAD AND PUSHBUTTON IS NOT LOCATED AT MAIN STREET (SR 12) CROSSING (NORTHWEST DRIVEWAY CORNER)**



SOUTHWEST CORNER (LOOKING AT NORTHWEST CORNER)

- NO CURB RAMP (SOUTHWEST CORNER)
- NO CROSSWALK PAVEMENT MARKINGS ACROSS WESTERN LEG OF INTERSECTION
- CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR SINGLE CROSSING LOCATION (NORTHWEST CORNER)
- NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (NORTHWEST CORNER)



SOUTHWEST CORNER

- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION BEHIND POLE MOUNTED TRAFFIC SIGNAL CABINET (NOT PICTURED)**



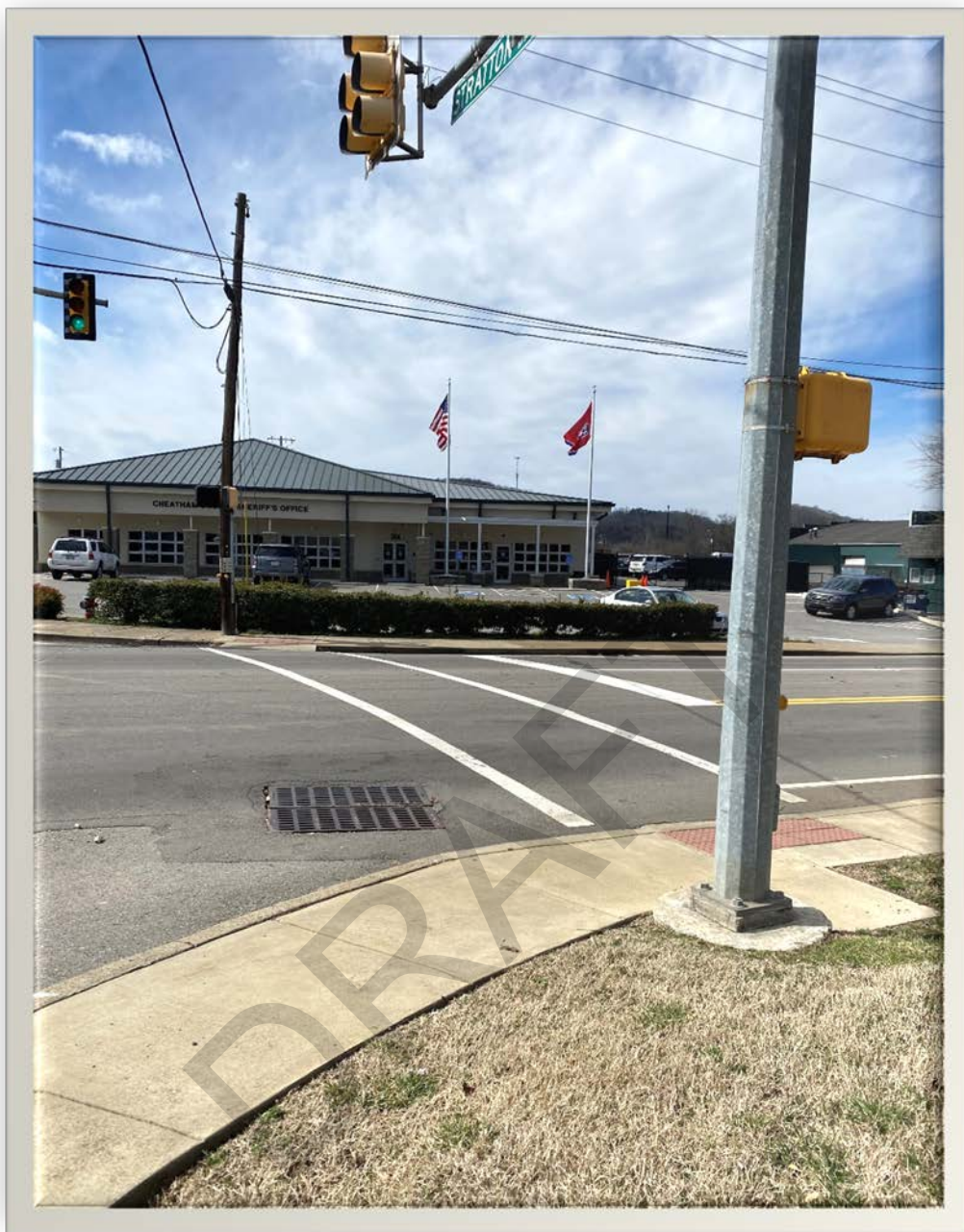
SOUTHWEST CORNER (LOOKING AT SOUTHEAST CORNER)

- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON ACROSS SOUTHERN LEG OF INTERSECTION**
- **NO CROSSWALK PAVEMENT MARKINGS ACROSS SOUTHERN LEG OF INTERSECTION**



NORTHWEST CORNER (LOOKING AT SOUTHWEST CORNER)

- NO CURB RAMP (SOUTHWEST CORNER)
- NO CROSSWALK PAVEMENT MARKINGS ACROSS WESTERN LEG OF INTERSECTION
- NONSTANDARD DETECTABLE WARNING SURFACE IN CURB RAMP (NORTHWEST CORNER)
- CURB RAMP NONCOMPLIANT BASED ON ORIENTATION FOR SINGLE CROSSING LOCATION (NORTHWEST CORNER)
- CURB RAMP DOES NOT INCLUDE LOWERED CURB AT BACK OF GUTTER (NORTHWEST CORNER)
- NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (SOUTHWEST CORNER)



NORTHEAST CORNER (LOOKING AT NORTHWEST CORNER)

- **NONSTANDARD DETECTABLE WARNING SURFACE IN CURB RAMPS (BOTH CORNERS)**
- **CURB RAMP NONCOMPLIANT BASED ON INSUFFICIENT LEVEL LANDING AREA (NORTHEAST CORNER)**
- **NONCOMPLIANT PEDESTRIAN SIGNAL HEADS (NORTHWEST CORNER)**
- **NONCOMPLIANT PEDESTRIAN PUSHBUTTON LOCATION (NORTHEAST CORNER)**



SOUTHEAST CORNER (LOOKING AT NORTHEAST CORNER)

- **NONSTANDARD DETECTABLE WARNING SURFACE IN CURB RAMP (NORTHEAST CORNER)**
- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON ACROSS EASTERN LEG OF INTERSECTION**
- **NO CROSSWALK PAVEMENT MARKINGS ACROSS EASTERN LEG OF INTERSECTION**



SOUTHEAST CORNER (LOOKING WEST)

- **NONSTANDARD DETECTABLE WARNING SURFACE IN CURB RAMP (SOUTHEAST CORNER)**
- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON ACROSS SOUTHERN LEG OF INTERSECTION**
- **NO CROSSWALK PAVEMENT MARKINGS ACROSS SOUTHERN LEG OF INTERSECTION**




SOUTHEAST CORNER (LOOKING NORTH)

- **NONSTANDARD DETECTABLE WARNING SURFACE IN CURB RAMP (SOUTHEAST CORNER)**
- **NO PEDESTRIAN SIGNAL OR PUSHBUTTON ACROSS EASTERN LEG OF INTERSECTION**
- **NO CROSSWALK PAVEMENT MARKINGS ACROSS EASTERN LEG OF INTERSECTION**

APPENDIX D
COST ESTIMATES

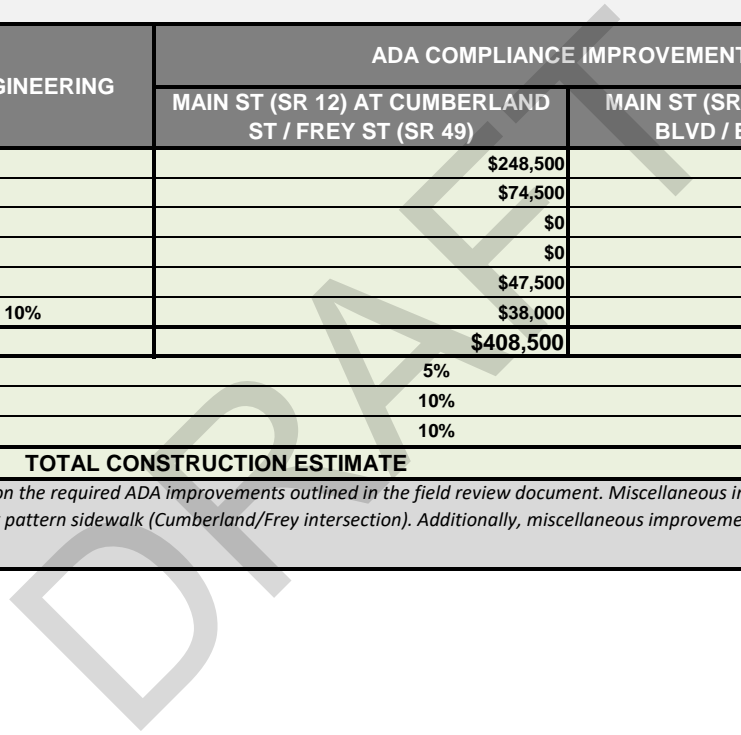
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COST ESTIMATE SUMMARY

Route:	State Route 12 (Main Street) at State Route 49 (Cumberland Street) / State Route 49 (Frey Street) State Route 12 (Main Street) at Elizabeth Street / Stratton Boulevard	
Description:	Recommended ADA Improvements Based on Field Review 03-02-2021	
Project Type of Work:	Safety	
County:	Cheatham	
Length:		
Date:	June 18, 2021	
Estimate Type:	Conceptual	

DESCRIPTION CONSTRUCTION ITEMS (NOT TO INCLUDE ENGINEERING DESIGN)	ADA COMPLIANCE IMPROVEMENTS		TOTAL
	MAIN ST (SR 12) AT CUMBERLAND ST / FREY ST (SR 49)	MAIN ST (SR 12) AT STRATTON BLVD / ELIZABETH ST	
Traffic Signal Rebuild	\$248,500	\$0	\$248,500
Curb Ramp Installation (ADA Required)	\$74,500	\$52,000	\$126,500
Pedestrian Signal Improvements	\$0	\$59,500	\$59,500
Crosswalk Pavement Markings	\$0	\$24,000	\$24,000
Miscellaneous Improvements (See Note)	\$47,500	\$47,500	\$95,000
Maintenance of Traffic 10%	\$38,000	\$19,000	\$57,000
SUBTOTAL	\$408,500	\$202,000	\$610,500
Mobilization 5%			\$31,000
Const. Contingency 10%			\$62,000
Const. Eng. & Inspec. 10%			\$62,000
TOTAL CONSTRUCTION ESTIMATE			\$765,500

Note: Construction items detailed in this cost estimate are based on the required ADA improvements outlined in the field review document. Miscellaneous intersection improvements include relocation of the existing streetlight luminaires replacement of the existing decorative brick pattern sidewalk (Cumberland/Frey intersection). Additionally, miscellaneous improvements include the acquisition of R.O.W and relocation of utilities (Stratton/Elizabeth).



ESTIMATED COST PER UNIT IMPROVEMENT CATEGORY

CATEGORY 1	TYPE SIGNAL	UNIT INSTALLATION 1			
ITEM	DESCRIPTION	#	\$/UNIT	TOTAL	
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	3	\$ 4,300.00	\$ 12,900.00
730-02.07	SIGNAL HEAD ASSEMBLY (130)	EACH	4	\$ 730.00	\$ 2,920.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	8	\$ 1,527.00	\$ 12,216.00
730-03-N	PULL BOX (TYPE B TRAFFIC) 730-N TIER 22 LID	EACH	8	\$ 575.00	\$ 4,600.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 2,366.00	\$ 2,366.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2000	\$ 2.00	\$ 4,000.00
730-08.05	SIGNAL CABLE - 12 CONDUCTOR	L.F.	2000	\$ 2.00	\$ 4,000.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	2000	\$ 12.00	\$ 24,000.00
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	150	\$ 23.64	\$ 3,546.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 18,450.00	\$ 18,450.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 3,800.00	\$ 3,800.00
730-23.51	CANTILEVER SIGNAL SUPPORT (2 @ 20' & 25') CORE-CATEGORY 2	EACH	2	\$ 17,000.00	\$ 34,000.00
730-23.56	CANTILEVER SIGNAL SUPPORT (1 ARM @ 25') CORE-CATEGORY 2	EACH	1	\$ 14,260.00	\$ 14,260.00
730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35') CORE-CATEGORY 2	EACH	1	\$ 18,788.00	\$ 18,788.00
730-14.01	SHIELDED DETECTOR CABLE	L.F.	700	\$ 2.00	\$ 1,400.00
730-14.02	SAW SLOT	L.F.	2200	\$ 5.00	\$ 11,000.00
730-14.03	LOOP WIRE	L.F.	5500	\$ 1.00	\$ 5,500.00
GRAND TOTAL				\$ 177,800.00	

CATEGORY 2	TYPE CURB RAMPS	UNIT INSTALLATION 1			
ITEM	DESCRIPTION	#	\$/UNIT	TOTAL	
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	SY	22	\$ 12.00	\$ 266.67
202-08.15	REMOVAL OF CURB AND GUTTER	LF	50	\$ 9.00	\$ 450.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	7	\$ 24.00	\$ 168.00
701-01.01	CONCRETE SIDEWALK (4 ")	SF	50	\$ 7.00	\$ 350.00
701-02.03	CONCRETE CURB RAMP	SF	100	\$ 24.00	\$ 2,400.00
702-03	CONCRETE COMBINED CURB & GUTTER	CY	4	\$ 433.00	\$ 1,533.90
PW-DW-001	TRUNCATED DOME WARNING MAT	SF	10	\$ 60.00	\$ 600.00
GRAND TOTAL				\$ 5,800.00	

CATEGORY	TYPE			UNIT INSTALLATION	
3	# OF NEW PED POLE(S) NEW APS PUSHBUTTONS			1	1
ITEM	DESCRIPTION		#	\$/UNIT	TOTAL
730-03-N	PULL BOX (TYPE B TRAFFIC) 730-N TIER 22 LID	EACH	1	\$ 575.00	\$ 575.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2000	\$ 2.00	\$ 4,000.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	500	\$ 2.00	\$ 1,000.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	500	\$ 12.00	\$ 6,000.00
730-23.31	PEDESTAL POLE (10'X4" ALUMINUM)	EACH	1	\$ 4,504.00	\$ 4,504.00
730-24.07	FOUNDATION (PEDESTRIAN POLE, 24"X3")	EACH	1	\$ 600.00	\$ 600.00
730-26.11	COUNTDOWN PED SGNL HEAD W/ AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	2	\$ 2,426.00	\$ 4,852.00
730-26.02	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	EACH	1	\$ 650.00	\$ 650.00
APPROX. PED POLE TOTAL					\$ 15,700.00
APPROX. PUSHBUTTON TOTAL					\$ 5,900.00

CATEGORY	TYPE			UNIT INSTALLATION	
4	LONGITUDINAL CROSSWALK			1	1
ITEM	DESCRIPTION		#	\$/UNIT	TOTAL
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	72	\$ 11.37	\$ 900.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS WALK)	LF	40	\$ 9.00	\$ 400.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	LF	72	\$ 3.49	\$ 300.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL X-WALK)	LF	190	\$ 27.00	\$ 5,200.00
GRAND TOTAL					\$ 6,800.00

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MAIN ST	1	2A	2B	2C	3		4	5	
INTERSECTION	TRAFFIC SIGNAL REBUILD	CURB RAMP INSTALLATION			PEDESTRIAN SIGNAL IMPROVEMENTS		CROSSWALK PAVEMENT MARKINGS	MISCELLANEOUS ITEMS.	EST. COST
		ADA	ORIENTATION	DOME	#	PPB ONLY	LONGITUDINAL		
CUMBERLAND ST/FREY ST	1	9	2	2	3	0	0	RE-INSTALL DECORATIVE COLOR CO	\$ 45,000.00
STRATTON BLVD/ELIZABETH ST	0	8	0	0	3	1	4	ROW, RELOCATE COMM POLE	\$ 40,400.00
TOTAL # INSTALLATIONS	1	17	2	2	6	1	4		
TOTAL COST ESTIMATE	\$ 178,000.00	\$ 99,000.00	\$ 11,600.00	\$ 1,200.00	\$ 95,000.00	\$ 6,000.00	\$ 21,000.00		\$ 86,000.00
10% CONTINGENCY	\$ 18,000.00	\$ 11,500.00	\$ 2,000.00	\$ 120.00	\$ 10,000.00	\$ 1,000.00	\$ 3,000.00		\$ 9,000.00
TOTAL	\$ 196,000.00	\$ 110,500.00	\$ 14,000.00	\$ 2,000.00	\$ 105,000.00	\$ 7,000.00	\$ 24,000.00		\$ 95,000.00

CHECK
\$ 553,500.00

PER EACH INTERSECTION	\$ 196,000.00	\$ 6,500.00	\$ 7,000.00	\$ 1,000.00	\$ 17,500.00	\$ 7,000.00	\$ 6,000.00			TOTALS
CUMBERLAND ST/FREY ST	\$ 196,000.00	\$ 58,500.00	\$ 14,000.00	\$ 2,000.00	\$ 52,500.00	\$ -	\$ -		\$ 47,500.00	\$ 370,500.00
STRATTON BLVD/ELIZABETH ST	\$ -	\$ 52,000.00	\$ -	\$ -	\$ 52,500.00	\$ 7,000.00	\$ 24,000.00		\$ 47,500.00	\$ 183,000.00

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APPENDIX E
TDOT PROPRIETARY ITEM REQUEST LETTER AND SPECIFICATIONS

DRAFT

**TOWN OF ASHLAND CITY
PUBLIC UTILITIES/PUBLIC WORKS**



233 Tennessee Waltz Pkwy
Ashland City, Tennessee 37015
Phone 615-792-2655 Fax: 615-792-1464

May 10, 2021

Mr. Stephen K. Bryan, P.E., PTOE
Traffic Engineer/Section Manager – Signal & Lighting Design
Tennessee Department of Transportation
Traffic Operations Division
James K. Polk Building, 18th Floor
505 Deaderick Street
Nashville, TN 37243

Re: Propriety Item Request and Justification for Traffic Signal Products

Dear Mr. Bryan:

The Town of Ashland City, Tennessee would like to request proprietary product certification for the following traffic signal equipment over the next three (3) years where Federal and/or State funding are utilized. The use of specific items will allow for full synchronization capabilities and ease of maintenance within the existing and future traffic signal system operated and maintained by the Town of Ashland City.

1. Signal Controller: Econolite Cobalt
2. Signal Monitor: Reno A&E MMU2-1600GE
3. Loop Detector: Reno A&E GT-200

The Town of Ashland City maintains all traffic signals within the town limits. These proprietary items are necessary for maintenance and synchronization purposes. This request for proprietary signal equipment will also continue standardization of the traffic signal system and ensure that the comprehensive maintenance and spare equipment programs are managed efficiently. The Town of Ashland City currently operates six (6) signalized intersections and one (1) of the intersections has these traffic signal components currently installed. All new traffic signals will be constructed with these components and existing traffic signals without these components are planned for future upgrades.

Thank you in advance for your consideration of this request. Please contact me if you have questions or need additional information.

Sincerely,

Clint Biggers
Public Works / Public Utilities Director
Town of Ashland City

**TOWN OF ASHLAND CITY
PUBLIC UTILITIES/PUBLIC WORKS**



233 Tennessee Waltz Pkwy
Ashland City, Tennessee 37015
Phone 615-792-2655 Fax: 615-792-1464

**TOWN OF ASHLAND CITY
TRAFFIC SIGNAL SPECIFICATIONS**

- **Signal Controllers:** Signal controllers shall be Econolite Cobalt ATC capable of providing fully actuated and coordinated operation. Signal controllers shall contain, at minimum, two (2) integral Ethernet switches for communications to the town network, two (2) USB 2.0 ports providing upload and download capability, one (1) NEMA-ATC SDLC serial port 1, one (1) 25 pin serial port 2, and one (1) 9 pin serial port. Signal controllers shall come complete with all software, firmware, and cabinet connections to allow the signal to operate in the Town of Ashland City network.
- **Signal Monitors:** Signal monitors shall be 16 channel Reno A&E MMU2-1600GE models that meet or exceed NEMA TS 2 2003 Standards including Amendment 4-2012. Signal monitors shall contain, at minimum, one (1) SDLC serial port 1, one (1) Comm Port, and one (1) Ethernet Port.
- **Loop Detectors:** Loop detectors shall be two channel, card rack type Reno A&E GT-200 models with delay and extension timing that meet or exceed NEMA Standards TS 2-1998 for Type C detectors. Loop detectors shall contain, at a minimum, eight (8) front panel DIP switches for each channel capable of setting sensitivity, presence or pulse mode, frequency, Fail-Safe or Fail-Secure operation, and channel disable.

RESOLUTION #

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH A CREDIT CARD POLICY

WHEREAS, this Resolution does not replace the current purchasing policy for the Town of Ashland City; and

WHEREAS, the Mayor and City Council wish to establish a policy to make the purchase of relatively small dollar items, under \$500.00, easier for the city and its department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following be declared the official credit card policy for the Town of Ashland City and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of August, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in favor _____

Voting against _____

Attest:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

TOWN OF ASHLAND CITY CREDIT CARD POLICY

INTENT

The Town of Ashland City credit card program was designed to make the purchase of relatively small dollar items (under \$500) easier for the city and its departments. Use of the card is not, however, intended to replace the City purchasing (requisition/purchase order) policy, which is required for any purchase over \$500.

PERSONAL USE OF CARD PROHIBITED

All purchases made on the card should be for **official city business only**. Misuse of the card may result in disciplinary action up to and including termination, with possible filing of criminal charges.

CUSTODY OF CARD

The credit card shall always be kept in the custody of the assigned employee. The assigned employee is the only person authorized to use the card.

GUIDELINES FOR USE OF THE CARD

- No purchases shall be made outside of the intent or purchasing policy.
- Receipts for each purchase shall be turned in to the Finance Department within 24 hours of purchase.
- Prior approval on all expenses greater than \$500. Do not make multiply purchases to avoid the \$500 limit.

TRANSACTIONS NOT PERMITTED

The following transactions are not permitted, and shall be considered to have been made in violation of this policy:

- Splitting of total purchase cost, singly or between cardholders to avoid transaction limits.
- Personal purchases.
- Non-municipal use.
- Cash advances, money orders, bank drafts etc.
- Temporary help (not an official employee).
- Maintenance contracts, long term agreements, rental or leasing of equipment.
- Recurring Monthly payments

VIOLATIONS

Any willful, intentional abuse or misuse involving fraud, theft, or purchase of items for personal use may result in disciplinary action up to and including termination in accordance with Town of Ashland City personnel policy, in addition to any criminal penalties that may apply. The employee shall reimburse the City for any such purchases and any incidental costs. The privilege of using the credit card may be suspended or revoked at the discretion of the Finance Director at any time with or without notice.

The following actions are examples of violations:

- Attempting to make single-item purchases that exceed limits. It is the responsibility of the cardholder to ensure all “extra” charges such as freight handling, set up, etc. are considered before a card transaction is made. A vendor’s willingness to honor a transaction exceeding the limit does not authorize a cardholder to make such purchases.
- Attempting to make more transactions to avoid the limit.
- Knowingly making a purchase from a vendor that creates a conflict of interest.
- Multiple transactions to circumvent the pre-determined limits.
- Purchase of prohibited goods or services.
- Failure to consistently produce proper documentation and receipts by established deadlines.
- Failure to properly report a lost or stolen credit card.
- Failure to provide a tax-exempt information at time of purchase.

USER RESPONSIBILITIES

Each user shall recognize and accept the following responsibilities upon receipt of a credit card:

- Use the credit card in accordance with this policy and the Purchasing Policy.
- Ensure purchases are made in accordance with their signing authority, area of responsibility and department budget.
- Ensure proper coding of expenditures.
- Report a lost or stolen credit card to the Finance Department and document the incident.
- Ensure purchases follow Purchasing, Resolution, Charter and Municipal Code.
- Ensure each vendor is aware the purchase is tax-exempt, and sales tax is not charged for purchases.

FINANCE DIRECTOR RESPONSIBILITY

The Finance Director or designee shall:

- Act immediately upon receipt of advice that abuse, or irregularities are known or suspected.

- Maintain all records.
- When required, notify the Financial Institution of transactions errors/disputed charges, and follow up on outstanding items on a periodic basis.
- Ensure all card statements are reconciled on a regular basis.
- Perform audits to detect possible violations. The audit selection criteria would include, but not be limited to, excessive tipping on food, splitting of purchases, miscellaneous/unusual/unique transactions, and random samples.
- Follow up to investigate unusual transactions.
- Follow up with the Financial Institution on lost/stolen cards to confirm the card has been cancelled.



I _____, hereby acknowledge receipt of the Town of Ashland City Credit Card Policy.

I agree to accept responsibility for the protection and proper use of my credit card in accordance with the Credit Card Policy. I understand that my use of the card is subject to audit.

I agree to immediately notify Finance Department if my credit card is lost or stolen. I also agree to immediately notify the same if my card has been used for any unauthorized purchases.

The improper or unauthorized use of the card by me may result in disciplinary action up to and including termination in accordance with Town of Ashland City personnel policy, in addition to any criminal penalties that may apply. The employee shall reimburse the City for any such purchases and any incidental costs. The privilege of using the credit card may be suspended or revoked at the discretion of the Finance Director at any time with or without notice.

I agree to surrender the card immediately upon retirement, termination of employment, termination of cardholder privileges, or upon the request of Finance Department.

Card Holder: _____ Date: _____

Department: _____

Finance Director: _____ Date: _____



ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$62,550 in the General Fund; in the Parks Department \$15,000 reappropriated from 20/21 fiscal year for sealing/striping at Riverbluff Park; \$2,000 reappropriated from 20/21 fiscal year for signs; \$5,000 for turf sprayer for ball fields; and in the Police Department \$40,550 to replace totaled vehicle.

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

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

<i>General Fund</i>	<u>Beginning Departmental</u> <u>Budget</u>	<u>Ending Departmental</u> <u>Budget</u>
Parks Department	\$ 830,826.00	\$ 852,826.00
Police Department	\$2,178,139.00	\$2,218,689.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING TITLE 18 CHAPTER 7 SECTION 18-706(5) OF THE MUNICIPAL CODE REGULATING ANIMAL, VEGETABLE FATS, OILS AND GREASE, AND SOIL/SAND AND LINT TRAPS AND INTERCEPTORS, IN ITS ENTIRETY

WHEREAS, the City Mayor and Council of the Town of Ashland City, Tennessee have given due consideration to change the code.

BE IT THEREFORE ORDAINED by the Mayor and Council of the Town of Ashland City that Title 18 Chapter 7 Section 18-706(5) be removed in its entirety.

18-701. Fat, Oil, and Grease (FOG), waste food, and sand interceptors. FOG, waste food and sand interceptors shall be installed when, in the opinion of the director of public works, they are necessary for the proper handling of liquid wastes containing fats, oils, and grease, ground food waste, sand, soil, and solids, or other harmful ingredients in excessive amounts which impact the wastewater collection system. Such interceptors shall not be required for single-family residences, but may be required on multiple family residences. Grease Control Equipment (Grease interceptors or grease traps) is required to be installed at all restaurants, cafeterias, hotels, motels, hospitals, retirement/nursing homes, schools, grocery stores, convenience stores, markets, prisons, jails, churches, camps, caterers, manufacturing plants and any other commercial sewer users who prepare food and have the potential to discharge FOG waste. All interceptors shall be of a type and capacity approved by the public works director, and shall be located as to be readily and easily accessible for cleaning and inspection.

18-702. Definitions. In the interpretation and application of this chapter the following words and phrases shall have the indicated meanings:

- (1) "Authorized Representative."
 - a. The Owner, or
 - b. General Manager, or
 - c. Manager, or
 - d. Duly authorized representative of the individual designated in this definition if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.
- (2) "Additives." Include, but are not limited to, products that contain solvents, emulsifiers, surfactants, caustics, acids, enzymes and bacteria.
- (3) "Customer." A company or individual who is a user of the sanitary sewer system. Also, referred to in this Ordinance as "User".
- (4) "Department." Ashland City Public Works Department
- (5) "Director." Ashland City Public Works Department Director
- (6) "Fats, Oils, & Grease (FOG)." Organic compounds derived from animal and/or plant sources. FOG may be referred to as "grease" or "greases" in this section.

- (7) "Food Service Establishment (FSE)." Any establishment, business or facility engaged in preparing, serving or making food available for consumption. Single family residences are not a FSE. Food Service Establishments will be classified as follows:

Class 1 : Deli — engaged in the sale of cold-cut and microwaved sandwiches/subs with no frying or grilling on site, ice cream shops and beverage bars as defined by North American Industry Classification System (NAICS) 722515 with the exception of doughnut shops with on premise baking (Class 2), day care facilities (minimum classification depending on menu, food preparation, and number of meals served) as defined by NAICS 624410, and Mobile Food Vendors as defined by NAICS 722330

Class 2: Limited-Service Restaurants (i.e. fast food facilities, drive-in, carry-out) as defined by NAICS 722513, day care facilities (maximum classification depending on menu, food preparation, and number of meals served), as defined by NAICS 624410, caterers as defined by NAICS 722320.

Class 3: Full Service Restaurants as defined by NAICS 72251' I

Class 4: Buffet and Cafeteria Facilities as defined by NAICS 722514

Class 5: Institutions (i.e. Schools, Hospitals, Prisons, etc) as defined by NAICS Classifications **611110, 611310, 623110, 623311, 623312, 722310, 813110, and 922140.**

- (8) "Grease (Brown)." Fats, oils and grease that is discharged to the grease control equipment, or is from kitchen or food prep wastewater.
- (9) "Grease (Yellow)." Fats, oils and grease that has not been in contact or contaminated from other sources (water, wastewater, solid waste, etc. . .) and can be recycled.
- (10) "Grease Control Equipment (GCE)." Devices for separating and retaining FSE wastewater FOG prior to entering the City sewer system. The GCE is constructed to separate and trap or hold fats, oils and grease substances from entering the City sewer system. GCE should only receive kitchen wastewater. Devices include grease interceptors, grease traps, or other devices approved by the Director.
- (11) "Grease interceptor." GCE identified as a large multi-compartment tank, usually 1,000 gallons to 2,000-gallon capacity with proper inlet and outlet T' s, and other necessary components, that provides FOG control for a FSE. No sanitary wastewater (black water) line should be connected to the grease interceptor. Grease interceptors shall be located outside the FSE, unless special circumstances allow parking garage or other area that is approved by the Director. .
- (12) "Grease trap." GCE identified as an "under the sink" trap, or "floor" trap with a container' with baffles and required Plumbing & Drain Institute components. For a FSE approved to install a grease trap, the minimum size requirement is a 20-gallon per minute/40-pound capacity trap. Grease traps shall have a flow restrictor and a vent pipe installed. No dishwasher, or sanitary wastewater (black water), line shall be allowed to be connected to a "under the sink" or a "floor" grease trap.
- (13) "Grease Recycle Container." A container or inside storage tank used for the storage of yellow grease.
- (14) "Interceptor." A device designed and installed to separate and retain for removal, by automatic or manual means, deleterious, hazardous or undesirable matter from normal wastes, . while permitting normal sewage or waste to discharge into the drainage system by gravity.
- (15) "NAICS." North American Industry Classification System, using 2012 (or latest) classifications. The website is found at: [http ://www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html)).
- (16) "Series." (Grease Interceptors installed in series): Grease interceptor tanks installed one after another in a row and connected by plumbing pipe.
- (17) "Tee or T." A T-shaped pipe extending from the ground surface below grade into the grease interceptor to a depth allowing recovery (discharge) of the water layer located under

the layer of FOG. Influent & effluent T's are to be made of PVC — schedule 40 or equivalent material. Influent T's should extend 2/3 of the grease interceptor water depth, and effluent T's should extend to within 12" of the bottom of the interceptor tank to prevent short-circuiting.

- (18) "Water (Black)." Wastewater containing human waste, from sanitary fixtures such as toilets and urinals.
- (19) "Water (Gray)." Wastewater other than black water as defined in this section.

18-703. Fat, oil, grease, and food waste.

- (l) Construction and renovation. Upon construction, renovation, or a new FSE replacing an out of business FSE, all restaurants, cafeterias, hotels, motels, hospitals, retirement/nursing homes, schools, grocery stores, markets, prisons, jails, churches, camps, caterers, manufacturing plants and any other commercial sewer users who have the potential to discharge FOG waste shall submit a FOG Management Plan to the Department that will effectively control the discharge of FOG and food waste. Grease interceptors are required for customers that meet any of the following criteria: - new construction
 - remodels, additions, alterations or repairs valued at or greater than \$5,000.00
 - has caused or contributed to a grease related collection system blockage resulting in maintenance requirements and/or a sewage spill

FSEs shall notify the Public Works Director-Department of Environmental Compliance at 615441-5406 of any of the following:

- Sale, lease, or transfer of the operation for which the permit issued
- Change of facility name
- Changes to grease removal device(s)
- Remodel, addition, alterations or repairs valued at or greater than \$5,000.00

(a) The FOG Management Plan shall include the following:

- I. Submittal of a completed City Grease Control Equipment Inquiry Form with all required contact information, identification of all cooking and food preparation equipment (e.g. sinks, grills, fryers, ovens, floor drains, dishwashers, etc...) and the number and drain size for each kitchen plumbing fixture.
- II. Grease control equipment proposed type, size and location.
- III. Copy of Plumbing Plans for the Kitchen area only, with grease waste lines identified.
- IV. Copy of menu items or food to be served

(b) Process for Grease Control Equipment Approval

- I. The Director will review GCE sizing information received from the submitted Grease Control Inquiry Form. The Director will make a decision to approve, or require additional grease interceptor volume, based on the type of FSE, the number of fixture units, and additional calculations. See Section 18-706 for GCE sizing and installation requirements.
- II. All new FSEs and FSEs that have upgraded their facilities must contact the Department for final approval of the grease control equipment. This will include onsite inspection of the grease control equipment by the Department, or their authorized representative. In addition to the final inspection, rough-in inspections may be required in some cases. Failure of the FSE to contact the Department to conduct the inspection of the new GCE can result in enforcement action.

- (c) Variance to Grease Interceptor Installation. At the discretion of the Director, a FSE may receive a variance from the required installation of a grease interceptor. Variances will be limited to existing FSEs that have unusual physical location circumstances that will prevent the installation of a grease interceptor.
 - (d) Alternative Grease Control Equipment: At the discretion of the Director, alternative grease control equipment may be considered and approved for installation at a FSE. The alternative grease control equipment must control FOG discharges from a FSE and be maintained as outlined in this FOG Management Policy.
- (2) Existing structures. Any existing FSE shall be required to submit a plan for control of FOG and food waste, if and when the director of public works determines that FOG and food waste are causing excessive loading, plugging, damage or operational problems to structures or equipment in the public sewer system. The FOG Management Plan shall include the items listed in 18703(1)(a). Approval of grease control equipment will be as described in 18-703(1)(b).
 - (3) Implementation of plan. After approval of the FOG Management Plan by the director of public works the sewer user must implement the plan within sixty (60) days; service and maintain the equipment in order to prevent adverse impact upon the sewer collection system and treatment facility. If, in the opinion of the director of public works, the user continues to impact the collection system and treatment plant, additional pretreatment measures may be required. The director of public works may at any time inspect the equipment to ensure that there is no adverse impact on the sewer collection system and treatment facility. (as added by Ord. #388, Nov. 2011)
 - (4) New Multi-Unit (Strip Mall) Facilities: New strip malls or strip centers must have two separate sewer line connections at each unit within the strip mall or strip center. One sewer line will be for sanitary wastewater and one sewer line will be for the kitchen area, or potential kitchen area, of each unit. The kitchen area, or potential kitchen area, sewer line will be connected to floor drains in the specified kitchen area, and will connect, or be able to connect, to other food service establishment kitchen fixtures, such as 3-compartment sink, 2-compartment sink, pre-rinse sink, mop sink and hand wash sink.
 - (1) New multi-unit facility, or new "strip mall" facility, owners shall contact the City prior to conducting private plumbing work at the multi-unit facility site. Multi-unit facility owners, or their designated contractor, shall have plans for separate private wastewater lines for kitchen and sanitary wastewater for each "individual" unit. In addition, the plans shall identify "stub-out" locations to accommodate a minimum 1,000-gallon grease interceptor for each unit of the multi-unit facility, or provide a larger capacity grease interceptor that could be shared by multiple FSEs in the strip mall. Approval for multiple FSEs connected to one grease interceptor or series of grease interceptors must be approved by the City prior to construction. New multi-unit facility, or new "strip mall" facility owners shall consider suitable physical property space and sewer gradient that will be conducive to the installation of an exterior, in-ground grease interceptor when determining the building location.
 - (2) FSEs located in a new multi-unit facility shall have a minimum of a 1,000-gallon grease interceptor installed, unless that FSE is identified as a Class 1 facility.

18-706. Control equipment sizing and installation requirements.

The equipment or facilities installed to control FOG, food waste, sand and soil must be designed in accordance with plumbing code and Tennessee Department of Environment and Conservation engineering standards or applicable city guidelines. All grease traps and/or other interceptors shall be of a size which is consistent with the city's sizing formula calculations which consider Uniform Plumbing Code formula, kitchen fixture unit discharge formula, and seating/meals served formula. All systems shall have a poly lock filter. Underground equipment shall be tightly sealed to prevent

inflow of rainwater and be easily accessible to allow regular maintenance. Control equipment shall be maintained by the owner or operator of the facility to prevent a blockage of the public sewer and the accumulation of FOG in the lines, pump stations and treatment plant. If the city is required to clean out the public sewer lines because of a resulting from poorly maintained control equipment, or lack thereof, the owner or operator shall be required to refund the labor, equipment, materials and overhead costs to the city. These costs shall be added to the customer's regular water and sewer bill. The applicable rules of water and sewer billing shall apply. Nothing in this section shall be construed to prohibit or restrict any other remedy the city has under this chapter or state or federal law.

The city, or their authorized representative, retains the right to inspect and approve installation of the control equipment and to enter upon customer's properties at any time and without prior notification for the purpose of inspection, observation measurement, sampling, testing or record review.

(1) All new grease interceptors shall be designed, constructed and installed in accordance with specifications of the Ashland City Water and Sewer Department, and have a sampling access point located downstream of the interceptor.

(2) Minimum acceptable size of Grease Control Equipment for each FSE Classification will be as follows:

Class 1: Deli, Ice Cream shops, Beverage Bars, Mobil Food Vendors- 20 gallons per minute/40 pound Grease Trap

Class 2: Limited-Service Restaurants / Caterers — 1,000 gallon Grease Interceptor

Class 3: Full Service Restaurants- 1,000 gallon Grease Interceptor

Class 4: Buffet and Cafeteria Facilities- 1,500 gallon Grease Interceptor

Class 5: Insffiltions (Schools, Hospitals, Prisons, etc)- 2,000 gallon Grease Interceptor or two 1000 gallon Grease Interceptors installed in series.

A variance to the above minimum sizes may be granted by the Director if proper justification is provided.

(3) To calculate the appropriate size GCE, the FSE's engineer, architect, licensed plumber, or contractor should use formulas that consider all cooking and food preparation equipment, all kitchen plumbing fixture units, the discharge plumbing pipe for each fixture unit, storage capacity, type of facility, and adequate retention time.

(4) Grease Interceptor minimum size will be 1,000 gallon capacity, and maximum size will be 2,000 gallon capacity. If additional capacity is required, the FSE shall install multiple interceptors in series. Grease interceptors installed in series shall be installed in such a manner to ensure positive flow between the tanks at all times. Therefore, tanks shall be installed so that the inlet invert of each successive tank shall be a minimum of 2 inches below the outlet invert of the preceding tank. Grease interceptors that are installed in series shall include adaptors, gaskets or transition couplings of minimum of schedule 40 PVC pipe.

~~(5) Each grease interecptor shall have an effluent filter installed on the outlet side of the tank. The filter size will be determined by the Public Works Department Pretreatment Coordinator based upon a 12-month consumption history for existing FSE's and projected flow forecasts for new facilities.~~

(6) Grease Interceptor Design and Installation

Piping Design

1. The inlet and outlet piping shall have 2-way cleanout tees installed
- 2 . The inlet piping shall enter the receiving chamber 2 1/2" above the invert of the outlet piping.
- 3 . On the inlet pipe, inside the receiving chamber, a sanitary tee of the same size pipe in the vertical position with the top unplugged shall be provided as a turndown. To provide air circulation and to prevent "air lock", a pipe (nipple) installed in the top tee shall extend to a minimum of 6" clearance from the interceptor ceiling, but not less than the inlet pipe diameter. A pipe installed in the bottom of the tee shall extend to a point of 2/3 the depth of the tank. See Figure 1 .
- 4 . The outlet piping shall be no smaller than the inlet piping, but in no case smaller than 4" ID .
- 5 . The outlet piping shall extend to 12" above the floor of the interceptor and shall be made of a noncollapsible material. The top of the outlet T pipe should be no less than 4" above the static water line.
- 6 . The outlet piping shall contain a tee installed vertically with a pipe (nipple) installed in the top of the tee to extend to a minimum of 6" clearance from the interceptor ceiling, but not less than the pipe diameter, with the top open. See Figure 1.

Baffles

- 1 . The inlet compartment shall be 2/3 of the total liquid capacity with the outlet compartment at 1/3 liquid capacity of the interceptor.
2. The grease interceptor shall have a non-flexing (i.e. Concrete, steel, etc.) baffle the full width of the interceptor, sealed to the walls and the floor, and extend from the floor to within 6" of the ceiling. The baffle shall have an inverted 90 degree sweep fitting at least equal in diameter size to the inlet piping, but in no case less than 6" D. The bottom of the sweep shall be placed in the vertical position in the inlet compartment 12" above the floor. The sweep shall rise to the horizontal portion, which shall extend through the baffle into the outlet compartment. The baffle wall shall be sealed to the sweep. See Figure 1.

Access Openings (Manholes)

1. Access to grease interceptors shall be provided by a minimum of one manhole per interceptor division (baffle chamber) and of 24-inch minimum dimensions terminating 1 inch above finished grade with cast iron frame and cover. An 8" thick concrete pad extending a minimum of 12" beyond the outside dimension of the manhole frame shall be provided. One manhole shall be located above the inlet tee hatch and the other manhole shall be located above the outlet tee hatch, so as to provide a clear view of both the inlet and outlet T for inspection. A minimum of 24" of clear opening above each manhole access shall be maintained to facilitate maintenance, cleaning, pumping, and inspections.
2. Access openings shall be mechanically sealed and gas tight to contain odors and bacteria and to exclude vermin and ground water, in a manner that permits regular reuses.
3. The manholes are to be accessible for inspection. Manhole covers shall be secure, sturdy and able to withstand vehicle traffic and loading.

Leak Testing

GIs shall comply with one of the following:

1. Water test - Seal the interceptor, fill with water raised to the flow-line of the outlet fitting, and let stand for a minimum of 1 hour. There shall be no visible leakage. Prefabricated concrete gravity grease interceptors shall not be rejected for damp spots due to condensation on the exterior surface.

2. Air Air test procedure shall follow F 921 and PEI RP IOO Section 3.

Note: The regulated air supply test pressure used for this test is not to be less than 3 psig (21 kPa) nor more than 5 psig (35 kPa). Use only calibrated diaphragm type air pressure gauges with a zero to 10 psig dial span. Set pressure relief valve in test air supply line at 4.5 psig.

Temporarily plug, cap or seal of all tank openings to hold pressure. Install air supply piping to appropriate tank penetration with air supply piping, over pressure relief device, air isolation valve and pressure gauge. Close air isolation valve to tank and turn on air supply. Slowly open air isolation valve to pressure primary tank. Pressure gauge should read minimum 3 psig to 5 psig maximum. Record the pressure reading. Close air isolation valve and disconnect air supply line to tank.

Note: A steady drop in pressure indicates there may be a leak in the primary tank. Hold primary air test for 1 hour minimum. No leaks shall be allowed.

If the tank(s) fails to meet the testing described above, it shall be repeated with new samples. Test reports shall show total number of tanks tested, number passing, number failing, and reason for failure.

Location

1. GIs shall be located so as to be readily accessible for cleaning, maintenance, and inspections. GIs shall be located close to the fixture(s) discharging the greasy wastestream. GIs shall not be installed in "drivethru" lanes or a parking area. GIs shall never be paved over.

2. GIs shall be installed at a minimum distance of 10 feet from sinks and dishwashers to allow adequate cooling of wastewater. The influent to GIs shall not exceed 140 degrees Fahrenheit (140°F).

NOTE FOR FOOD GRINDERS and DISHWASHERS: Where food waste grinders and/or automatic dishwashers are installed, the GI size shall be increased by 30% of the sizing requirement. Automatic dishwashers' discharge is allowed to not be connected to the grease interceptor. No other kitchen fixture unit may by-pass the grease interceptor, only the automatic dishwasher.

Construction Material

1. GIs shall be constructed of sound durable materials, not subject to excessive corrosion or decay, and shall be water and gas tight. Each GI shall be structurally designed to withstand any anticipated load to be placed on the GI (i.e. vehicular traffic in parking or driving areas). Concrete is the standard material approved, however, the Director will consider other materials, such as fiberglass or plastic grease interceptors, if a professional engineer provides calculations and evidence that the device will meet the requirements and not be a danger to the public or environment.

Note: Concrete materials and other grease interceptor materials shall meet the American National Standards Institute, Inc. (ANSI) and International Association of Plumbing and Mechanical Officials (IAPMO) standards.

ANSI and IAPMO Concrete Materials Requirements as per IAPMO/ANSI Z1001-2007 document are:

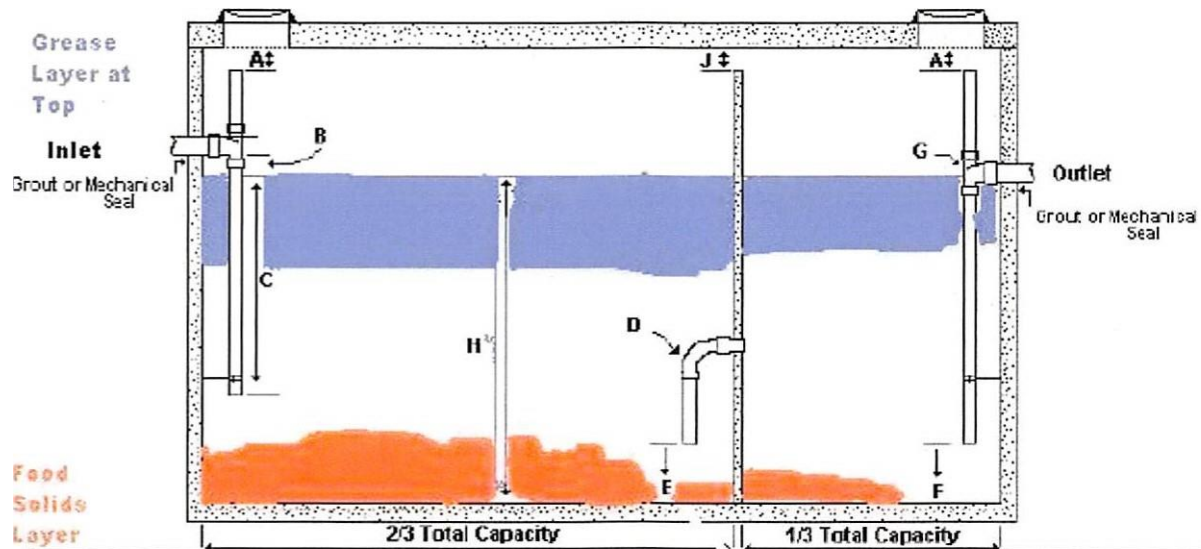
- Concrete: Material requirements shall comply with the "Materials and Manufacture" section of ASTM C 1613 and shall have a minimum compressive strength of 4000 psi (28 MPa) at 28 days of age and shall have a maximum water to cementitious ratio (w/c) of 0.45.
- Sealants: Flexible sealants employed in the manufacture or installation of tanks shall comply with ASTM C 990. Rigid (mortar) sealing or grout sealant of tank sections shall not be permitted.

- Lifting: Lifting devices, embedded or otherwise attached to the tank, shall comply with the requirements of ASTM C 890.
- Synthetic fiber-reinforced concrete tanks: Polypropylene or polyolefin fibers are only permitted as a secondary reinforcing material, at the manufacturer's option, in precast concrete septic tanks. For purposes of this standard, secondary reinforcing material is only used to resist temperature and shrinkage effects. Only fibers of Type III conforming to the requirements of ASTM C 1116 shall be accepted.
- Steel fiber-reinforced concrete tanks: Steel fibers are only permitted as a secondary reinforcing material, at the manufacturer's option, in prefabricated septic tanks. For purpose of this standard, secondary reinforcing material is only used to resist temperature and shrinkage effects. Steel fibers shall meet the requirements of ASTM A 820.
- Fiberglass-reinforced polyester. Fiberglass reinforced polyester prefabricated gravity grease interceptors shall comply with the requirements for fiberglass — reinforced polyester septic tanks in paragraph 4.2 of IAPMO/ANSI m 000.
- Gaskets: Gaskets shall be of a resilient material, resistant to attack by acids or alkalis that may be present in soils or sewage. The manufacturer shall specify the appropriate ASTM standards that the gasket material meets and the acids or alkalis that the material is resistant to.
- Polyethylene: Polyethylene prefabricated gravity grease interceptors shall comply with the requirements for polyethylene septic tanks in paragraph 4.3 of IAPMO/ANSI Z1 000.
- Coated steel: Interior steel tank walls shall be coated with material complying with the requirements of UL 58 and UL 1746 and manufactured per the requirements of the Steel Tank Institute (STI).

Marking and Identification

1. Prefabricated gravity grease interceptors shall be permanently and legibly marked with the following:
 - Manufacturer's name or trademark, or both
 - Model number
 - Capacity
 - Month and year of manufacture
 - Load limits and maximum recommended depth of earth cover in feet; and Inlet and outlet.
2. Marking shall appear on a plate that has been permanently attached, molded, cast, or wet set onto the interceptor, located either on the left hand side of the inlet or on top of the interceptor near the inlet. Permanent markings shall be adequately protected from corrosion so as to remain permanent and readable over the life of the interceptor.
3. Each interceptor shall be accompanied by manufacturer's installation instructions.

FIGURE 1 — Grease Interceptor Diagram



- A: Minimum 6", but not less than pipe diameter.
 B: Inlet pipe invert to be 2 1/2" above liquid surface.
 C: Inlet pipe to terminate 2/3 depth of water level.

- D: 90 degree sweep, minimum size 6".
 E: 12" from floor to end of sweep
 F: 12" from floor to end of outlet pipe.
 G: Outlet pipe no smaller than inlet pipe, minimum of 4".
 H: Minimum depth of liquid capacity — 42".
 J: Maximum distance from ceiling — 6".

(7) Grease Trap Design and Installation

1. Grease traps must have the Plumbing Drainage Institute certification. The minimum acceptable size is rated at 20 gallons per minute / 40 pounds capacity. All grease traps shall be installed as per manufacturer's specifications, which include the flow restrictor and venting prior to the discharge entering the grease trap.
2. All grease traps shall have flow restrictor and vent pipe installed.
3. No dishwasher shall be connected to an under-the-sink grease trap or floor grease trap. Dishwashers will cause hydraulic overload of the grease trap.
4. No automatic drip or feed system for additives is allowed prior to entering the grease trap without written approval from the City.
5. Grease traps must be approved by the Department prior to installation.

18-707. Grease interceptor and trap maintenance, and certification requirements

(l) Grease interceptor cleaning and pumping.

- (a) Maintenance of grease interceptors shall include the complete removal of all contents, including floating material, wastewater, and bottom sludge and solids. Partial pump of interceptor contents, or on-site pump and treatment of interceptor contents, decanting or discharging of removed waste back into the interceptor from which the waste was removed

or any other grease interceptor, for the purpose of reducing the volume to be disposed, is prohibited. All grease waste haulers and procedures for pumping grease interceptors shall be in compliance with this Ordinance.

- (b) Grease interceptors must be pumped out completely a minimum of once every 90 days, or when the accumulation of FOG and/or food solids exceeds 25% of the grease interceptor capacity, the interceptor must be pumped/cleaned of complete contents. This is known as the "25% rule" for grease interceptor cleaning frequency requirement. The measurement location for 25% rule compliance will be the first chamber of the grease interceptor. If the FSE can demonstrate that the grease interceptor pumping frequency of 90 days can be extended and there are no FOG impacts to the City sewer, then the following protocol will be used:
1. The FSE has documented evidence for at least a six (6) month period that the grease interceptor pumping frequency can be reduced. The documented evidence for reduced pumping frequency will be submitted to the Director for review. The Director may approve or deny the reduced frequency request based on the information provided. The maximum time frame between grease interceptor pump frequency will be six (6) months to prevent acid and hydrogen sulfide problems.
- (c) Grease interceptor waste must be hauled offsite from the FSE and disposed at a State or City approved disposal location. All disposal of grease interceptor waste must meet the requirements of City Ordinances, State and EPA regulations. In no way shall the pumpage be returned to any private or public portion of the sanitary sewer collection system or storm water collection system.
- (d) Recordkeeping: FSEs shall maintain records onsite at the FSE facility of all pumping/cleaning and maintenance of the grease control equipment for a period of three (3) years. The grease waste hauler manifest is to be the official record for grease control equipment maintenance records and will include, at a minimum, the following information:
- FSE name and physical address
 - Grease waste hauler company and company technician/driver name, or person conducting the pumping/cleaning or any other maintenance
 - Date and Time pumped/cleaned, or date of any other maintenance
 - Volume (in gallons) of the FOG wastewater removed
 - Final disposal location of the FOG wastewater removed
- (e) The Grease interceptor's influent-T and effluent-T will be inspected during cleaning and maintenance and the condition noted by the grease waste hauler's company or individual conducting the maintenance. Influent and effluent-Ts that are loose, defective, or not attached must be repaired or replaced immediately. Grease waste haulers or individuals conducting any maintenance or pumping will use caution to not damage or dislodge Ts, or cause other grease interceptor component damage. Any repairs to the grease interceptor should be documented and kept on file at the FSE.
- (f) FSEs shall use City approved grease waste haulers for grease interceptor cleaning/pumping.
- (g) Grease Interceptors must be "certified" annually by a City approved grease waste hauler or plumber. A City Grease Interceptor Certification (Form A) must be completed and submitted to the City annually.

(h) The City may require the FSE to require the grease waste hauler to contact the City by telephone at least 24 hours prior to any cleaning, pumping, maintenance, inspection, or certification of the grease interceptor. The City has the right to be present to inspect all maintenance.

(2) Grease trap cleaning and maintenance.

(a) The user at the user's expense shall maintain all grease traps and interceptors. Maintenance of "underthe sink" grease traps or "floor" grease traps shall include the removal of all fats, oil, and grease and food solids from the detention compartment of the trap.

(b) Grease traps will be pumped/cleaned at a minimum of every 2 weeks. If the grease trap FOG and solids layers combined are greater than 25% of the trap container capacity then the frequency of cleaning shall be increased.

(c) A Grease trap's minimum size requirement is 20-gallon-per-minute/40-pound capacity. Drainage time of particular kitchen fixtures, such as a 3 compartment sink, should be considered when selecting the grease trap size.

(d) Grease traps must be "certified" annually by a City approved grease waste hauler or plumber. A City Grease Interceptor Certification (Form B) must be completed and submitted to the City annually.

(e) Recordkeeping: FSEs shall keep a grease trap cleaning record onsite at the FSE facility for a period of 3 years. Trap cleaning records shall have the date trap was cleaned, individual's name that cleaned the trap, if applicable the grease waste hauler company or plumbing company name, estimated volume of waste removed, and final disposal location for the waste.

(D) Grease Trap waste shall not be mixed with yellow grease in the grease recycle container.

(g) Grease Trap waste shall be sealed or placed in a container to prevent leachate from leaking, and then disposed in an approved container, or hauled offsite by a grease waste hauler or plumber to an approved disposal location. At no time shall the pumped material be returned to any private or public portion of the sanitary sewer collection system or storm water collection system.

(3) Grease Control Equipment Certification Requirement

All food service establishments with grease control equipment must have their grease interceptor or grease trap inspected and certified at least annually, defined as period from January 1 through December 31, by a City "certified" grease waste hauler or licensed plumber. Any FSE that does not provide an annual grease control certification by December 31 of each year will be considered to be in noncompliance. If a grease interceptor or grease trap "Passes" the certification requirement, no further action is required. If a grease interceptor or grease trap "Fails" the certification requirement, a corrective action response is required from the FSE owner or authorized representative to the City within 30 days. Completed certification forms Grease Interceptor Certification (Form A) or Grease Trap Certification (Form B) must be completed and signed by the City "certified" grease waste hauler or licensed plumber, signed by the FSE owner or authorized representative, and submitted to the City.

Acceptable grease interceptor or grease trap certification forms to the City must include: • All information is completed on form and signed by a City "GCE certified" grease waste hauler or plumber, and

• Signed by the FSE owner or authorized representative, and

• Original, completed certification form is submitted to the following address:

Ashland City Public Works

Attn: FOG Program
233 Tennessee Waltz Parkway
Ashland City, TN 37015

Failure of a Grease Interceptor Certification or Grease Trap Certification: The FSE owner or authorized representative is responsible for including detailed "Corrective Action Response" information on the Grease Interceptor Certification form or the Grease Trap Certification form that is submitted to the City. If necessary, additional pages may be attached to the certification form.

(A) PASS OR FAILURE OF GREASE CONTROL EQUIPMENT
CERTIFICATION

1. PASSNG GREASE CONTROL EQUIPMENT CERTIFICATION

If a grease interceptor or grease trap "Passes" the certification requirement, the FSE must submit a signed, and completed GCE certification form, completed by a City "GCE certified" grease waste hauler or plumber to the City.

2. FALURE OF GREASE CONTROL EOIJPMENT CERTIFICATION

If a grease interceptor or grease trap "Fails" the certification requirement, a corrective action response is required from the FSE owner or authorized representative to the City. The reverse side of the GCE certification form provides an area for the corrective action response, but if necessary additional pages should be attached to explain and document the problem and corrective action response. The corrective action response from the FSE owner or authorized representative must include the following:

- i. The completed "failed" certification form signed by the FSE owner or authorized representative, and verify it was completed by a City "GCE certified" grease waste hauler or plumber.
- ii. Details on the specific problem(s) identified
- iii. Details on the specific corrective action(s) that the FSE owner or authorized representative will do to insure compliance, and the date the corrective action will be completed.

If corrective action responses are incomplete, inadequate or do not meet the corrective action due date then this will result in escalation of enforcement action.

(B) Grease Control Equipment Certification Process for Grease
Waste Haulers, Plumbers, and Engineers

Any grease waste hauler employee, plumbing company employee, contractor, or engineer that will be completing the City's grease control certification forms must either attend an Ashland City Public Works Department Grease Control Equipment Certification Class and pass the GCE certification class test; or provide a proof of passing (certification card copy) a GCE certification class at Metro Water Services, Nashville, TN, or Clarksville Wastewater Department, Clarksville, TN to the City.

4. Approved Grease Waste Haulers. To ensure proper maintenance of grease control equipment and proper disposal of the FOG waste, the City will maintain an "Approved Grease Waste Haulers List." Criteria for the grease waste hauler to be placed on the "Approved Grease Waste Haulers List" include, but are not limited to, the following:
 - (a) The grease waste hauler employees that will be completing the food service establishment grease control equipment certification forms must either attend a City Grease Control Equipment Certification Class and pass the GCE certification class test; or submit proof of passing a Metro Water Services, Nashville, TN or Clarksville Wastewater Department, Clarksville, TN GCE certification class.
 - (b) Grease waste haulers pump grease interceptors or grease traps must comply with the requirements of this Ordinance.
 - (c) Signature of the grease waste hauler company's authorized representative and submittal to the City of a completed "Ashland City Approved Grease Waste Hauler Agreement" form are required. .
 - (1) The grease waste hauler agreement will include grease waste hauler reporting requirements to the City and making records available to City personnel or their authorized representative. Failure to meet any portion of the grease waste hauler agreement will result in removal of the grease waste hauler from the "Ashland City Approved Grease Waste Haulers List" and/or additional enforcement action.

5. Additives. Any additive(s) placed in the grease interceptor or building discharge line system on a constant, regular, or scheduled basis shall be reported to the public works director. Such additives shall include, but not be limited to, enzymes, commercially available bacteria, or other additives designed to absorb, purge, consume, treat, or otherwise eliminate fats, oils, and grease. The use of additives shall in no way be considered as a substitution to the maintenance procedures required herein. If the additive used by the FSE contributes to the discharge of FOG to the City, the FSE shall be required to discontinue use of the additive.

6. Chemical treatment. Chemical treatments such as drain cleaners, acid and other chemicals designed to dissolve or remove grease shall not be allowed to enter the grease interceptor.

7. Grease Interceptor Abandonment. The property owner of a FSE utilizing a grease interceptor or grease trap shall notify the City within 30 days whenever a FSE meets the criteria for temporary or permanent abandonment of said interceptor as set forth in this section.
 - (a) Temporary Abandonment
 - (1) An in ground grease interceptor is considered to be temporarily abandoned if a FSE temporarily closes for business and the property owner intends to utilize the interceptor for another FSE in the same location.
 - (2) At the property owner's expense, the interceptor shall be:
 - a. Completely pumped of contents
 - b. Identify and repair any noncompliant structural or plumbing components
 - c. Certified by a City Approved Grease Waste Hauler with certification submitted to the City,
 - d. After a "passed" certification, the interceptor is to be filled with water to prevent floatation.

(b) Permanent Abandonment

- (1) An in ground grease interceptor is considered to be permanently abandoned when the building is remodeled such that the grease interceptor will not be used; or the building is replaced with a type of business that will not be required to utilize the grease interceptor; or when the property is condemned.
- (2) The property owner must contact the City to determine a plan of action for proper grease interceptor abandonment and removal protocol.

18-709. Enforcement and penalties. Any person who violates this chapter shall be guilty of a civil violation punishable under and according to the general penalty provision of the city's municipal code of ordinances. Each day's violation of this chapter shall be considered a separate offense. The customer may be assessed an administrative penalty of not to exceed one thousand dollars (\$1,000.00) per violation per day.

Enforcement action against the food service establishment includes, but is not limited to, failure to clean or pump grease control equipment, failure to maintain grease control equipment including installation of a properly functioning influent / effluent-T and baffle(s), failure to install grease control equipment, failure to control FOG discharge from the FSE, failure to certify the grease interceptor or trap, FSE responsible for sewer line obstruction, FSE responsible for a sanitary sewer overflow, and FSE use of additives so that FOG is diluted and pushed downstream of the FSE.

If the FSE fails to initiate corrective action in response to a Noncompliance Notification or Notice of Violation, other escalation in enforcement action will be issued and additional fees or penalties may be assessed. Fees may include compliance inspection fees, costs associated with service calls for sewer line blockages, line cleaning, camera trucks, line and pump repairs, including all labor, material and equipment

For all other violations not specifically mentioned above, the City will use the Ashland City Food Service Establishment Enforcement Response Guide as a guide for enforcement action.

18-71 1. Customer's responsibility. The customer is responsible for assuring that the produced waste is disposed of in accordance with all federal, state and local disposal regulations. The authorized representative of the FSE shall ensure that Best Management Practices (BMPs) for controlling the discharge of FOG from their facility are implemented at the FSE.

Food Service Establishments shall provide such facilities and institute such procedures as are reasonably necessary to prevent or minimize the potential for accidental discharge of fats, oils, and grease into the sewage collection system. Documentation of implementing and observing BMPs shall be provided by the FSE. Examples of BMPs include, but are not limited to:

1. Educate and train all employees on BMPs and proper methods of FOG disposal. Employees must understand the basis and importance of BMPs so they will be more willing to initiate the BMPs. BMP education and training of employees will not only help to prevent public sewer line FOG SSOs and blockages, but also help prevent FSE private sewer line blockages and back-ups.
2. Recycle waste cooking oils (yellow grease) by pouring all liquid oil and cooking grease from fryers, pots, woks, and pans into a covered grease recycle bin or container. Use a permitted recycled (yellow) grease waste collection company or authorized recycle center. Keep a log of the volume of recycled grease hauled offsite by the yellow grease waste collection company.

- a) When transporting used recycled yellow grease to the grease recycle container do NOT overfill containers and use covers on the transport container.
 - b) Yellow (recycled) grease is a valuable commodity where the FSE may be paid by the yellow grease collection company.
 - c) Do NOT dispose any grease trap waste (brown grease) into the recycled (yellow) grease container or bin. The beneficial reuse of the yellow grease will be compromised, and the yellow grease value decreases.
 - d) Keep all yellow grease recycle bins or containers covered to prevent rain water from contaminating the yellow grease and prevent an overflow of the yellow grease container.
 - e) Insure that the yellow grease recycle containers or bins are located in a flat area, and separated by curbing, posts or other material to prevent accidental spills of the yellow grease. Especially prevent the location of the yellow grease recycle container from being next to dumpsters, since trash collection trucks may bump and tip over the recycle container during trash pick-up.
3. Have a "Grease Spill Kit" available. If an oil or grease spill occurs, clean up using "dry" oil absorbent material (i.e. oil absorbent pads, kitty litter) or use ice to make grease solidify. Scoop up and dispose of the greasy solids into a sealed container then put in the trash. Do NOT wash oil or grease into drains!
 4. Display or post "NO GREASE" signs above all kitchen sinks and throughout the kitchen area to remind employees to never pour any oils or grease into kitchen sinks or drains.
 5. Use strainers and screens in kitchen sink drains and floor drains to prevent large food particles and other debris from going into the kitchen sewer lines. Make sure all kitchen floor drain covers are secure to NOT allow food solids, straws, cans, or other debris to enter the kitchen floor drains and cause a sewer back-up in the kitchen.
 6. Do NOT pour any oils or grease into sinks, floor drains, mop sinks, or any other indoor drains; and do NOT pour any oils or grease into any outside storm drain or other drain. If any improper disposal of oils or grease is identified, then it will result in enforcement actions.
 7. Food solids traps could be installed to prevent food solids from entering the grease control equipment and causing excess loading in the grease interceptor or grease trap. If food solids traps are installed it can reduce the frequency of pumping/cleaning the grease interceptor or grease.
 8. Dispose of food waste by recycling and/or solid waste removal. Food grinder use is discouraged due to buildup of solids in the grease interceptor or grease trap which causes decreased efficiency of the grease control equipment and the need to increase the pumping/cleaning frequency of the grease interceptor or grease trap. If a food grinder is used, then installation of a food solids trap is recommended.
 9. "Dry wipe" or scrape excess food solids and grease residue from pots, pans, plates, utensils, screens, and floor mats into a trash container for solid waste disposal.
 10. Routinely clean kitchen exhaust system vent hoods/filters to prevent FOG storm water impacts and FOG related vent hood/filter fires. If the FSE has a grease interceptor, waste from kitchen exhaust system hoods/filters can be pH adjusted and filtered and disposed in a drain to a grease interceptor. Other FSEs will need to hire a professional vent hood/filter cleaning company that properly disposes of the vent hood wastewater. Insure that any vent hood/filter cleaning company provides records of proper disposal of the vent hood/filter waste. Do NOT discharge vent hood/filter cleaning waste directly to the City sewer system with no pretreatment of the wastewater. This can cause a FOG related SSO event, public sewer line blockage, or private sewer line back-up at the FSE.

18-711. Fees and Permits.

- (a) The City may charge plans review, inspection, monitoring, assessment, impact, surcharge, commercial food facility, and/or permit fees to the food service establishments to get reimbursement for the FOG program and/or POTW impact costs.
- (b) A monthly FOG program surcharge fee may be added to each FSE's Wastewater bill.
- (c) An additional compliance inspection fee may be charged to each food service establishment for each re-inspection due to noncompliance issues.
- (d) The City may issue individual or general FOG Permits to food service establishments. FOG Permits may be issued for a period or duration of up to 5 years. All new FSEs shall complete the City's Grease Control Application Form and submit the form to the City, which will serve as the FSE's FOG permit application. The City's FOG inspection form will serve as the permit application for existing FSEs. Additional fees may be implemented by the City for food service establishment wastewater treatment and impacts to the POTW.

BE IT FURTHER ORDAINED, this Ordinance shall take effect September 14, 2021 after its final passage, the public welfare requiring it.

1st Reading

Public Hearing

2nd Reading

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 145



Client Proposal

Prepared by:

JOHN HAMBY

Office: cell615-631-6569

Email: jhamby@fordofmurfreesboro.com

Date: 07/23/2021



Ford of Murfreesboro | 1550 N.W. Broad St., Murfreesboro, Tennessee, 371291709

Office: 888-505-4898 | Fax: 6158939730

1



Prepared by: JOHN HAMBY
07/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 145

Re: Vehicle Proposal 07/23/2021

ASHLAND CITY

\$39,285.00 MSRP

\$33,531.00 SWC 209 CONTRACT #64470

\$33,531.00 PER POLICE UTILITY

\$134,124.00 TOTAL X 4 VEHICLES.

PRICING GOOD THROUGH 9/30/21

Ford of Murfreesboro

JOHN HAMBY

Fleet Sales Manager

cell615-631-6569

jhamby@fordofmurfreesboro.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2



Prepared by: JOHN HAMBY
07/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 145

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 100,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Hybrid Electrical Components

Distance 100,000 miles Months 96 months

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07/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 145

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,845.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,530.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included

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07/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 145

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
153	Front License Plate Bracket	N/C
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$38,125.00
Destination Charge		\$1,245.00
TOTAL		\$39,370.00

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2004 Toro Multi Pro 1250

Serial Number 24800346

Model Number 1163

150-gallon tank

15' wide boom sprayer

Being sold by:

Rolling Hills CC

Russellville, Ky

\$5,000



ITEM # 20.