

TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting February 04, 2020 6:00 PM Agenda

Mayor: Steve Allen Vice Mayor: Daniel Anderson Council Members: Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Workshop Meeting Minutes 1-7-2020

REPORTS:

- 2. Fire and Codes
- 3. Police Department
- 4. Court Department
- 5. Senior Center
- 6. Parks Department
- 7. Public Utilities/Works
- 8. City Recorder

OLD BUSINESS:

9. Contract from Pyro Shows for fireworks

10. Tennessee Waltz Parkway/Highway 12 Red Light Design

NEW BUSINESS:

- 11. I Am Responding Subscription Renewal Agreement
- 12. Contract Rider for Summerfest Performer (Clayton Quisenberry)
- 13. Open Roads Policy Agreement
- 14. Creation of a Parks and Recreation Advisory Board Discussion
- 15. Dog Park Agreement and Resolution
- 16. Community Development Block Grant Resolution
- 17. Resolution: Employee Manual Updates
- 18. Ordinance: Rules of the Road
- 19. Ordinance: Updating Title 18 Chapter 1: Section 7: 18-107
- 20. Ordinance: Fiscal Year 2019-2020 Budget Amendment #2

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

OTHER.

ADJOURNMENT

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



TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting January 07, 2020 6:00 PM Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT Mayor Steve Allen Councilman Tim Adkins Councilman Gerald Greer Councilman Roger Jackson Councilman Chris Kerrigan Councilwoman Lisa Walker ABSENT Vice Mayor Daniel Anderson

APPROVAL OF AGENDA

Ms. Kellie Reed requested that we add item number 19. Dell Contract and item number 20. IT Emergency Expenditure to the agenda. A motion was made by Councilman Adkins, seconded by Councilman Jackson. All approved by voice vote.

APPROVAL OF MINUTES

1. 12-3-19 Workshop Meeting Minutes

Councilwoman Lisa Walker stated that on the 3rd page "cities" should be "City's" and item number 20 Resolution should be changed from "360 thousand" to state "\$360,000". A motion was made by Councilwoman Walker, seconded by Councilman Adkins, to approve the meeting minutes with the stated changes. All approved by voice vote.

REPORTS:

2. Fire and Codes Department

Chief Chuck Walker stated everything is good and the monthly report was sent out to everyone. Further, the Codes side is busy with a new year of construction. Hampton Inn has started ground work, there is a new subdivision starting construction in February at the intersection of Forrest Street, North Poole Street, and Gallaher Street. It will have 13 lots and will be named Eleanor Village Subdivision. Further, there are a lot of inspections are underway on apartments and businesses.

3. Police Department

Chief Kenny Ray stated that they are fully staffed and are getting ready to do promotions. He stated they have almost completed their vest purchase, but there are a few on back order. Councilman Jackson asked if the Midnight Lounge hookah bar was ages 21 and up. Further, he is hearing of minors as young as 16 go in there. Chief Ray said they will start checking ID's. Mayor Steve Allen says they have a sign that says 21 and up only. Chief Walker stated that needed to address signage and some other codes issues.

- 4. Court Department
 - Mayor stated Ms. Anita is not here tonight.
- 5. Senior Center

Ms. Melissa Womack stated the Senior Center started this year out with 1515 members and everything is business as usual.

6. Parks and Recreation Department

Mr. Scott Sampson stated that he visited a new company in Springfield that sales Christmas decorations. He stated he is interested in purchasing new Christmas decorations for next year and wanted the council to review the catalog prior to discussing this further for next year's budget.

- Public Works & Public Utilities Department Mr. Clint Biggers stated that Taco Bell's water taps are completed. Further, the public works side is in reverse mode on Christmas decorations in town.
- 8. City Recorder's Office

Ms. Reed stated that they have received the audit book and there were no findings. She stated they are trying to get everything in order after the holiday and she has been busy with meetings and planning.

9. Technology Report

Chief Derek Noe stated they have a ton going on. He stated that Mr. Jake Greer is doing an amazing job. Mr. Greer started his career here with an IT audit and it was a huge undertaking, but they are starting to get a grasp on things. Chief Noe also stated that our computers are at end of life because Microsoft stopped supporting our system as of January 01, 2020 and there are some security concerns. He stated our servers are the same way and we are already having issues with programs. Chief Noe said that they are about to implement Office 365 for the City. He also stated that they are wanting to replace all of the computers and servers. He stated it is in the budget and the last time it was done was 9 years ago. Chief Noe stated the cost associated with replacing the computers will be \$9,300.00 per year with a four-year lease. He said this will replace all the computers and laptops except for the ones in the patrol cars. Chief Noe stated the cost associated with replacing the servers would be \$10,125.00 per year with a four-year lease. He stated they are also wanting to add backup devices and the cost associated would be \$9,727.00 per year with a four-year lease. He said this device will back up the entire city. Chief Noe stated that the money is already budgeted. He stated that they are working with Dell and another company that is guiding them and will help them migrate everything. Chief Walker stated they are not asking for the money, just the approval on the lease. Chief Noe said Dell and Tyler will send them projections of what it will cost and they are hoping to stay within budget.

OLD BUSINESS:

10. Electrical Permit Discussion

Mrs. Gayle Bowman stated that the new website for electrical permits is not up and running yet. She said that because they are under contract with the old system they will continue to type electrical permits until the new system is up. Mayor Allen stated that the State is appreciative that we will continue to write permits until the site is up. Mrs. Bowman stated that there is no contract between the City and the State for the new system and at any moment when the new system is up, they will discontinue writing permits. Mr. Gary Binkley asked if we could share the responsibility with the county. He said he spoke with Mayor Kerry McCarver and he had stated that he could get the County Clerk involved. Councilman Jackson stated that was not a good idea because they have more that they can handle already.

11. Leak Adjustment Discussion

Mrs. Bowman stated that there were some questions regarding leak adjustments at last the council meeting. She presented council with typed instructions on the leak process. She also stated that the water department stays on top of leaks with customers. Mrs. Bowman stated that customers pay an average bill while waiting on the leak adjustment process so the customer is always paying something and there is constant communication between the office and the customer.

12. ServLine Insurance Policy

Mr. Brian Harstine stated he had been with ServLine for 7 years and the company is based out of Chattanooga, TN and are currently providing their services in over 30 states. Mr. Harstine stated there are 420 utilities in Tennessee and they service a quarter of them. He stated their program handles water leaks from the meter to the home and the rates and policy will be based on the Water Departments current rates and policy. Mr. Harstine said there are 3 levels of protection. He stated level 1 would be \$500.00 and would cost \$2.25 per month, level 2 would

be \$1000.00 and would cost \$2.75 per month, and level 3 would be \$2500.00 and would cost \$3.05 per month. He said that all customers would start off enrolled in the policy and then the customers would have the ability to call in and be removed from the program at any time. He said that the customer could also be reimbursed up to 12 months if they decide within that period they do not want to be a part of the program. Mayor Allen asked if there would be a policy for customers who back out of the program and then have a leak. Mr. Harstine stated that when a customer would like to opt out of the program they would call ServLine and that call is recorded so the Water Department would be protected. He stated that there is sewer line protection as well that covers the line from the sewer to the meter. He said this is optional and the customer would need to add this coverage. Mr. Harstine stated this service covers up to \$10.000.00 and also has no contract or deductible. He stated that this is no cost to the Water Department. He said that ServLine would get with the Water Department to get letters, flyers, etc. to send out with the bills. He also said that the water bill would have a specific line item for the service charge. Councilman Jackson asked if this would cover a line break inside the wall. Mr. Harstine stated Homeowners Insurance would kick in at that point. Councilman Jackson asked how long ahead of time would customers be notified. Mr. Harstine stated that they would start to implement 60 days prior. Ms. Reed asked if Mr. Brian had stated that the customer would get refunded if they did not like the program. Mr. Harstine stated that was correct. He also stated that 81% of leaks fall in the \$500.00 range. Mr. Harstine said in 2017. 2018, and 2019 residential leak write offs totaled \$32,000.00 each year. He stated that 95% of the leaks were under \$1000.00.

13. Fire Hall Design Discussion

Mr. Josh Wright stated that they had completed the proposed design for Station 1. He stated they finalized the floor plan and rendering of the front. He said originally they proposed a one level Fire Hall but is now proposing a level and a half. Mr. Wright stated the apparatus bay would be eighty by eighty feet with a twenty-two-foot ceiling. He stated the 1st level would have a sprinkler room, storage room, ATV storage room, and training room. He said the administrative side would be secured so that the public could access a portion of the building for a meeting space with public restrooms. Mr. Wright stated the hall would have concrete block walls, steel framed, and a single slope roof front to back. He stated the upper floor would be living guarters for firefighters and it would have two exits and a slide. He said there would be a small workout area, bedrooms with three closets each, bathrooms with showers, and laundry with a mop sink. Mr. Wright stated they were proposing an elevator, but they were trying to do away with it if they could. Mayor Allen asked about the cost of an elevator. Mr. Wright stated if they were looking at a limited use elevator which would lower the cost to half the price of a normal elevator that runs around \$40,000.00. Councilman Adkins asked how much the total cost for the Fire Hall would be. Mr. Wright stated they were looking at around \$3,600,000.00 in construction. Chief Walker stated it would cost an additional \$1,200,000.00 to furnish and equip with a generator. He said that he wanted Council to be satisfied so they could vote and move on to the next step.

14. City Hall Design Discussion

Mr. Wright asked if the square footage for the building had been decided on; however, he is waiting on the finalization of changes to the floor plan.

- 15. Part-time Firefighter Funding Agreement Chief Walker stated they have not received paperwork from the county yet and he may have to request to defer this item.
- 16. Amusement Attractions Contract for Summerfest

Mr. Sampson stated he and Ms. Reed spoke to the company and they decided to lower the armband price to \$16.00 per person. Ms. Reed stated that they agreed to do that only if they could charge the City for the diesel fuel they use to run their generators. Mayor Allen asked if they would bring their own fuel. Ms. Reed stated that they would buy it locally and would provide receipts.

NEW BUSINESS:

17. Tennessee Waltz Parkway/Highway 12 Red Light Design

Chief Walker stated they are wanting to put in a four-way red light that would be located at the intersection of Tennessee Waltz, McQuarry Street, and Highway 12 South before the bypass is shut down. He stated it would match what is currently at Wal-Mart. He further stated A.O. Smith is good with paying for a basic light that the engineer estimated at \$160,000.00; however, the basic light does not have radar detection, pedestrian crossing, or battery backup. He stated to purchase the options for the red light, it would be \$84,000.00 and it would be at the City's expense. He also stated that there are roughly 1,400 cars that would come through that intersection in the morning and the afternoon. Councilman Jackson stated that he thought it would make it worse. Mr. Biggers stated that A.O. Smith also discussed paying someone to direct traffic. Councilman Jackson asked if there could be some type of study done at the intersection. Chief Walker stated that the engineer Mr. Reynolds would be available to come talk about this at next month's meeting.

18. Industrial Access Road Grant: Project Design Concept

Ms. Reed stated that this is a grant for an access road beside Caymas Boats to the City's water tower. She stated it would add a median and a turning lane. She said they met with TDOT and they were going to take one of the medians out, but instead changed the design to add in a J-turn. Ms. Reed stated there is currently not enough room for trucks to turn safely. Councilman Adkins asked how long it would take. Ms. Reed stated that there is a design phase, then a bid so probably at least a couple of years.

19. Dell Contract

Chief Noe stated there would be 3 contracts and they all would have 4-year lease purchase options. He stated it is already included in the budget.

20. IT Emergency Expenditure

Chief Noe stated that they are at end of life with the computers. He stated they are already having issues with programs not working. He said everything is already in the budget. Ms. Reed stated that it is an emergency because now there is a security risk.

OTHER.

None.

ADJOURNMENT

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan to adjourn the meeting. All approved by voice vote and the meeting was adjourned at 8:02 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



Contract Agreement

This Agreement made this 6th day of June, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "**PYRO SHOWS**" and **ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY** with its principle place of business located at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, in the State of Tennessee, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY**: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20-TN-06-06-C-16000-000032 dated this 14th day of November, 2019. The Show will be given on the 6th day of June, 2020. Rain date/postponement date: 7th day of June, 2020.
- II. TARIFF PROVISION: Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff OR Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP**: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS**: Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS**: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS**: Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE**: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS**: ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY shall pay PYRO SHOWS \$16,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$16,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$8,000.00) upon return of signed contract by December 16, 2019. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES**: Customer shall be responsible for all applicable sales taxes.
- **IMPORTANT**: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

DATE:

PYRO SHOWS, INC.

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DI	•

Michael E. Walden, Vice President

CUSTOMER

BY:_

Signature

Printed Name

Title

DATE:_____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



INDEX OF SHEETS

SHEET NAME

TITLESHEET	1
STANDARD DRAWING INDEX & ESTIMATED QUANTITIES	2
PRESENT LAYOUT	3
PROPOSED LAYOUT	4
WIRING DIAGRAM & DETAILS	5
PAVEMENT MARKING, SIGNING PLAN, & DETAILS	6
SIGNAL NOTES	7

PROJECT LOCATION

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE CITY IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.								
TENNESSEE DEP	O BE CONSTRUCTED UNDER THE STANDAR ARTMENT OF TRANSPORTATION DATED JA AND SPECIAL PROVISIONS CONTAINED IN IRACT.	ANUARY 1, 2015 A	AND ADDITIONAL					
DESIGNED BY:	CSR ENGINEERING, INC.							
DESIGNERTYLER R. VICKERSCHECKED BYJASON L. REYNOLDS, P.E.								
P.E. NO								

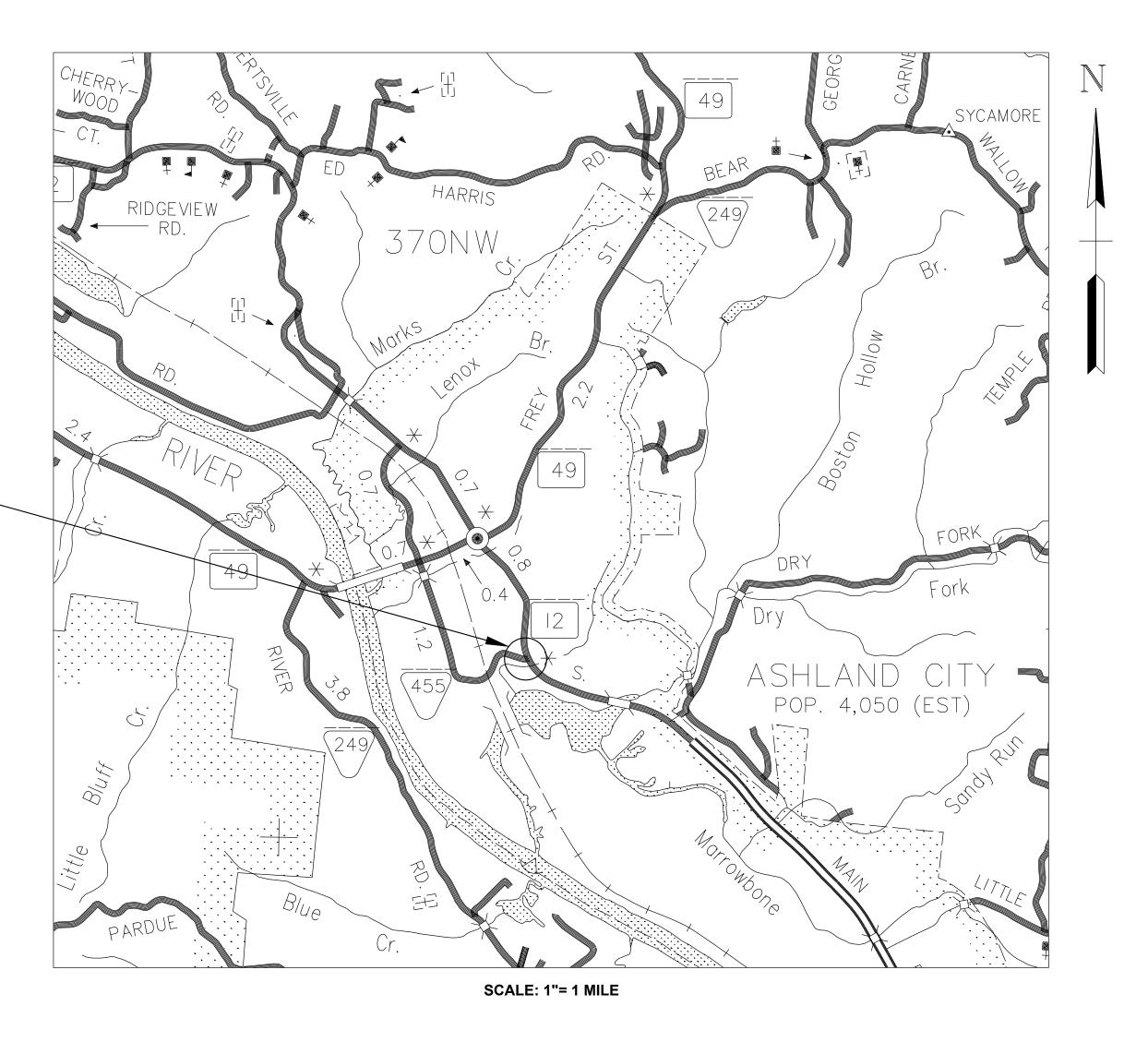
PIN NO.

CITY OF ASHLAND CITY, TENNESSEE

CHEATHAM COUNTY

TENNESSEE WALTZ PKWY S. MAIN STREET INTERSECTION

CONSTRUCTION TRAFFIC SIGNAL IN THE TOWN OF ASHLAND CITY



PROJECT LENGTH: 0.043 MILES



CSR Engineering, Inc. 1116 Main Street Pleasant View, TN 37146 P: 615.212.2389 F: 615.246.3815 www.csrengineers.com

APPROVED:

CITY OF ASHLAND CITY

YEAR

2017

BRIEF DESCRIPTION

REVISIONS

TENN.

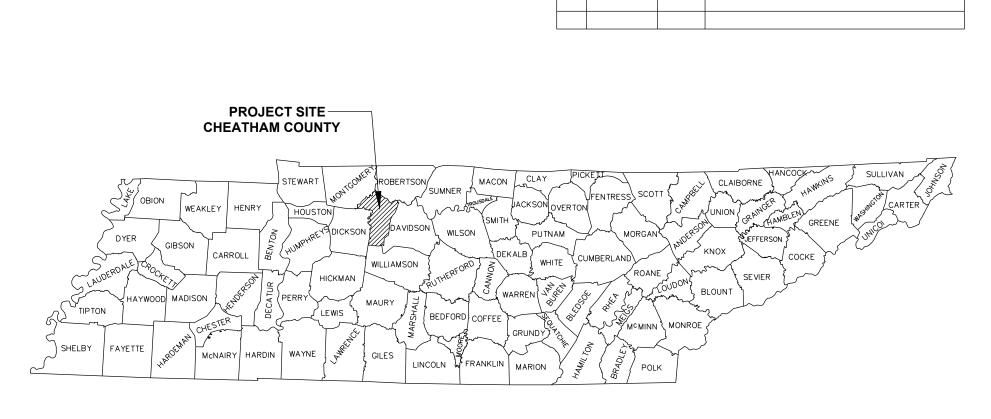
FED. AID PROJ. NO.

STATE PROJ. NO.

NO. DATE BY

SHEET NO.

1



STANDARD ROADWAY DRAWING

DIMO		REARDIRTION
DWG.	REV.	DESCRIPTION
ROADWAY	DESIGN \$	STANDARDS
RD-A-1	12-18-99	STANDARD ABBREVIATIONS
RD-L-1	10-26-94	STANDARD LEGEND
RD-L-2	09-05-01	STANDARD LEGEND FOR UTILITY INSTALLATIONS
RD-L-3	04-15-04	STANDARD LEGEND FOR SIGNALIZATION AND LIGHTING
RD-L-4	04-15-04	STANDARD LEGEND FOR SIGNALIZATION AND LIGHTING
DESIGN - 1	RAFFIC C	ONTROL
T-M-1	07-24-14	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS AND MARKING ABBREVIATIONS
T-M-2	07-24-14	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS
T-FAB-1	05-27-97	FLASHING YELLOW ARROW BOARD
T-WZ-40	04-02-12	RIGHT LANE CLOSURES AT NEAR SIDE OF INTERSECTIONS
T-WZ-50	04-02-12	TRAFFIC CONTROL FOR SIGNALS ONLY PROJECTS ON 2 OR 3 LANE MAJOR ROUTES
T-WZ-55	06-30-14	SIDEWALK TRAFFIC CONTROL
EROSION I	PREVENTI	ON AND SEDIMENT CONTROL
EC-STR-37	06-10-14	SEDIMENT TUBE

STANDARD TRAFFIC OPERATIONS DRAWINGS

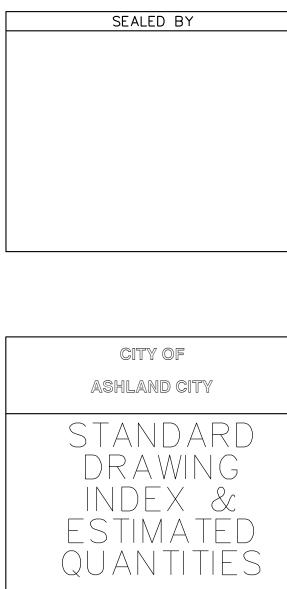
DWG.	REV.	DESCRIPTION	DWG.	REV.
SIGNS			LIGHTING	AND UTI
T-S-9	06-10-14	STANDARD LAYOUT - GROUND MOUNTED SIGNS	T-L-1	12-04-13
T-S-10	04-04-12	STANDARD MOUNTING DETAILS - FLAT SHEET SIGNS,	T-L-3	04-15-96
SIGNALS		ALUMINUM-STEEL DESIGN	T-L-4 INSTALLATIC	05-25-11 N
T-SG-2	07-29-04	LOOP LEAD-INS CONDUIT AND PULL BOXES		
T-SG-3A		ALTERNATE DETECTION DETAILS		
T-SG-4		SPAN WIRE AND MESSENGER CABLE DETAILS		
T-SG-5	12-04-13	CONTROLLER CABINET DETAILS		
T-SG-7	11-01-11	SIGNAL HEAD ASSEMBLIES AND PEDESTRIAN PUSH BUTTON SIGNS		
T-SG-7A	11-01-11	TYPICAL SIGNAL HEAD PLACEMENT		
T-SG-9	12-04-13	DETAILS OF CANTILEVER SIGNAL SUPPORT		
T-SG-9A	05-01-14	MISCELLANEOUS SIGNAL DETAILS		
T-SG-10	06-11-14	MAST ARM POLE AND STRAIN POLES FOUNDATION DETAILS		
T-SG-11	07-08-14	MAINTENANCE OF EXISTING SIGNALS DURING HIGHWAY CONSTRUCTION		
T-SG-12	11-01-11	TYPICAL WIRING FOR SIGNAL HEADS AND DETECTION LOOPS		

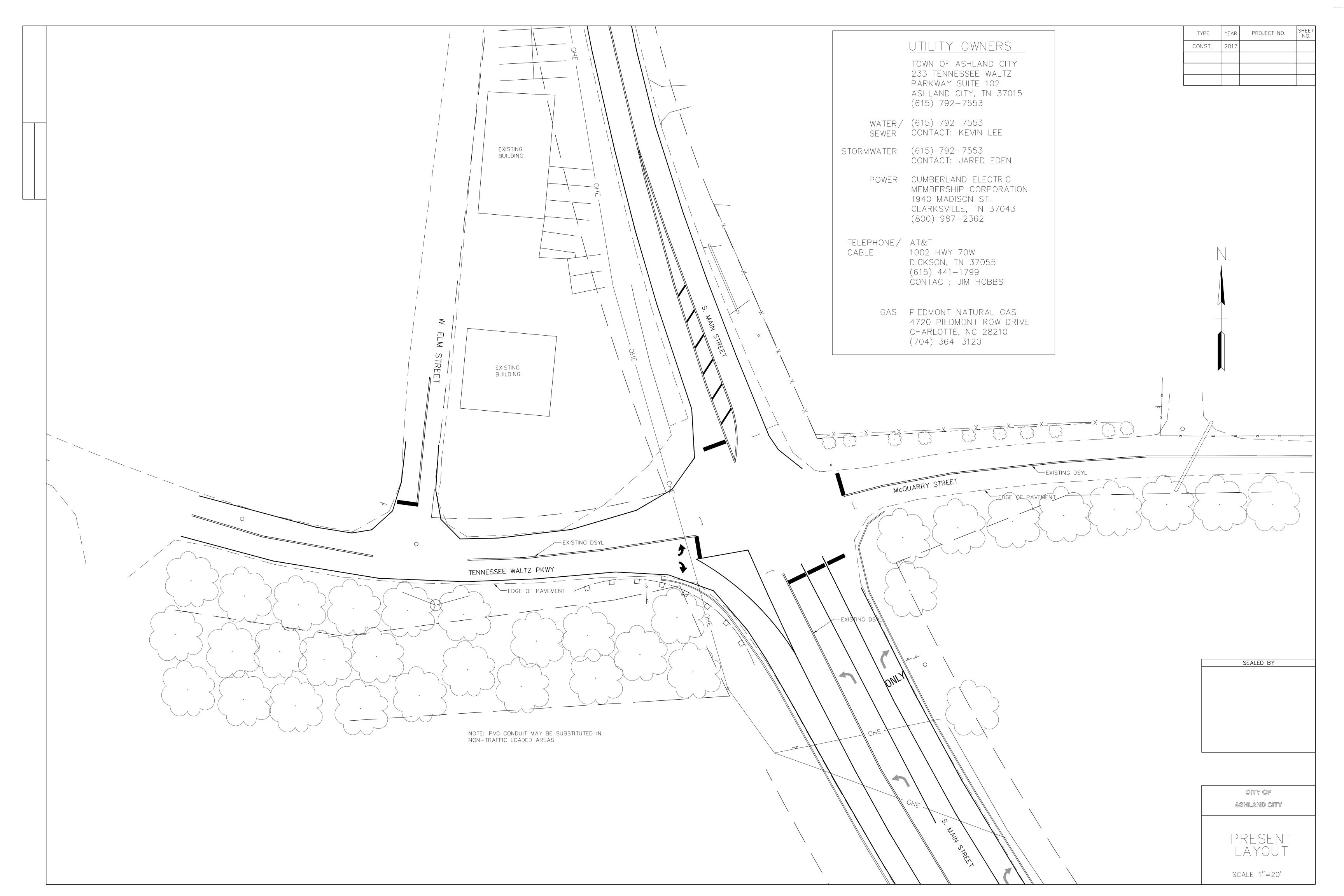
DESCRIPTION

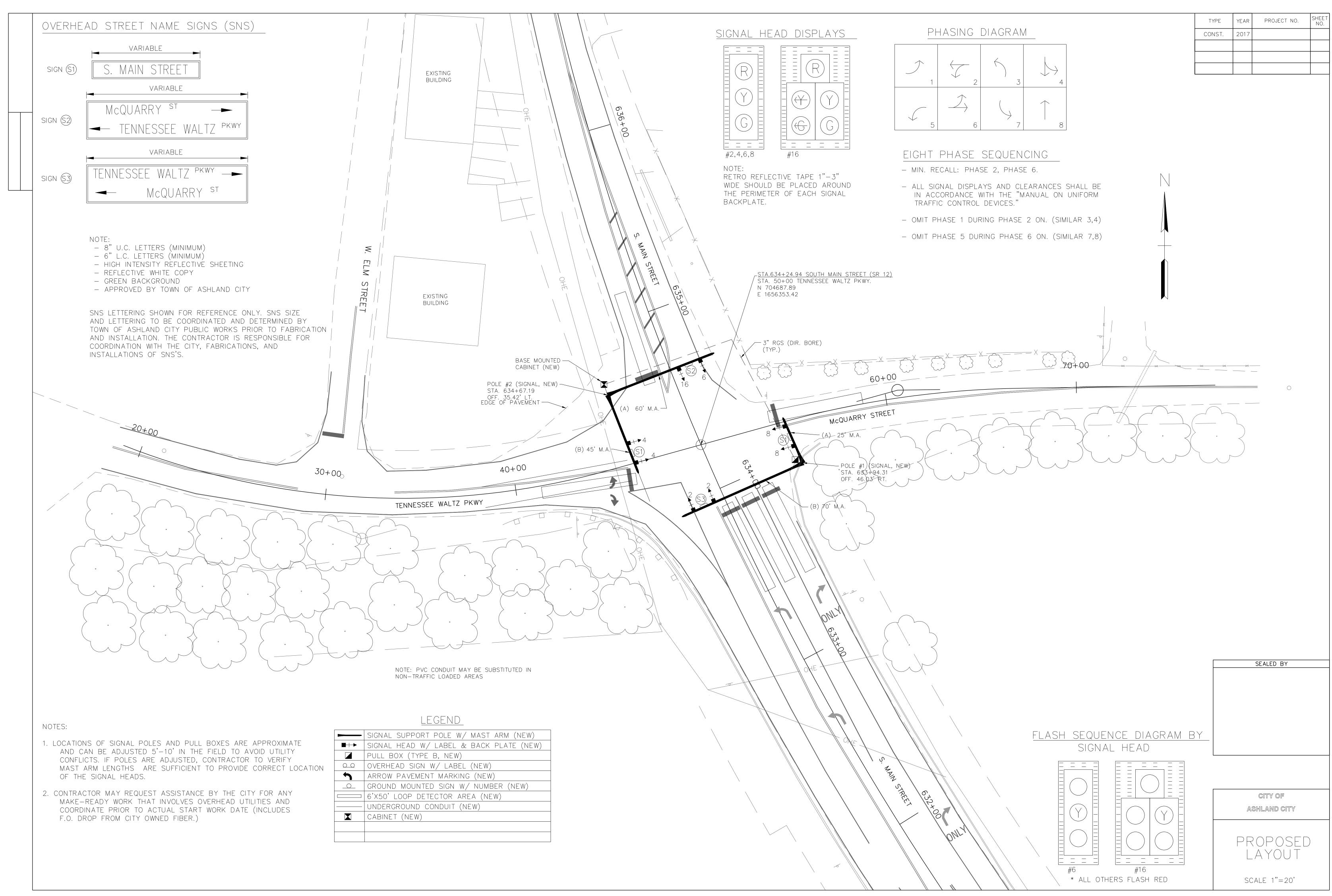
TILITY POLES

- 3 STANDARD LIGHTING DETAILS FOUNDATIONS
- 6 STANDARD LIGHTING DETAILS PULL BOXES
- 1 STANDARD LIGHTING DETAILS CONDUIT, CABLE

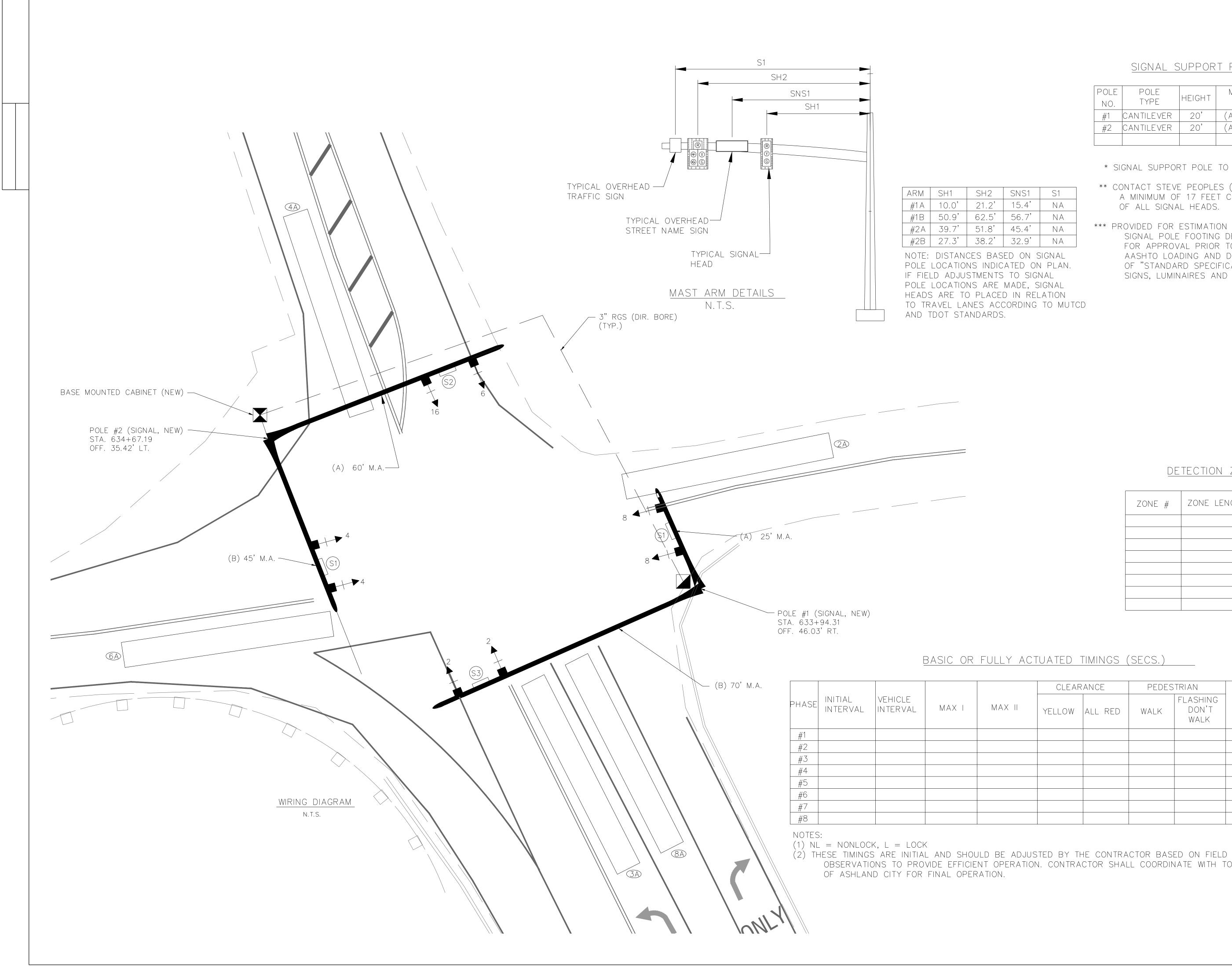
TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2017		







∎+→	SIGNAL HEAD W/ LABEL &
	PULL BOX (TYPE B, NEW)
0_0	OVERHEAD SIGN W/ LABEL
	ARROW PAVEMENT MARKIN
O	GROUND MOUNTED SIGN W
	6'X50' LOOP DETECTOR AF
	UNDERGROUND CONDUIT (1
	CABINET (NEW)



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2017		

SIGNAL SUPPORT POLE DATA*

POLE NO.	POLE TYPE	HEIGHT		ATTACHMENT HEIGHT**	FOOTING DEPTH***
#1	CANTILEVER	20'	(A)25',(B)70'		15'
#2	CANTILEVER	20'	(A)60',(B)45'		15'

* SIGNAL SUPPORT POLE TO BE GALVANIZED STEEL FATIGUE CATEGORY I.

- ** CONTACT STEVE PEOPLES (423) 273-3519 PRIOR TO MAKING ATTACHMENT. A MINIMUM OF 17 FEET CLEARANCE MUST BE ACHIEVED TO THE BOTTOM OF ALL SIGNAL HEADS.
- *** PROVIDED FOR ESTIMATION PURPOSES ONLY. CONTRACTOR SHALL SUBMIT SIGNAL POLE FOOTING DESIGN CALCULATIONS ALONG WITH SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. DESIGN SHALL BE BASED UPON AASHTO LOADING AND DESIGN CRITERIA PUBLISHED IN THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS".

DETECTION ZONE AND AMP ASSIGNMENTS

ZONE #	ZONE LENGTH	AMP MODE	AMP FEATURE TIMING (SEC.)	ASSOC. #

BASIC OR FULLY ACTUATED TIMINGS (SECS.)

ΝA

ΝA

NA

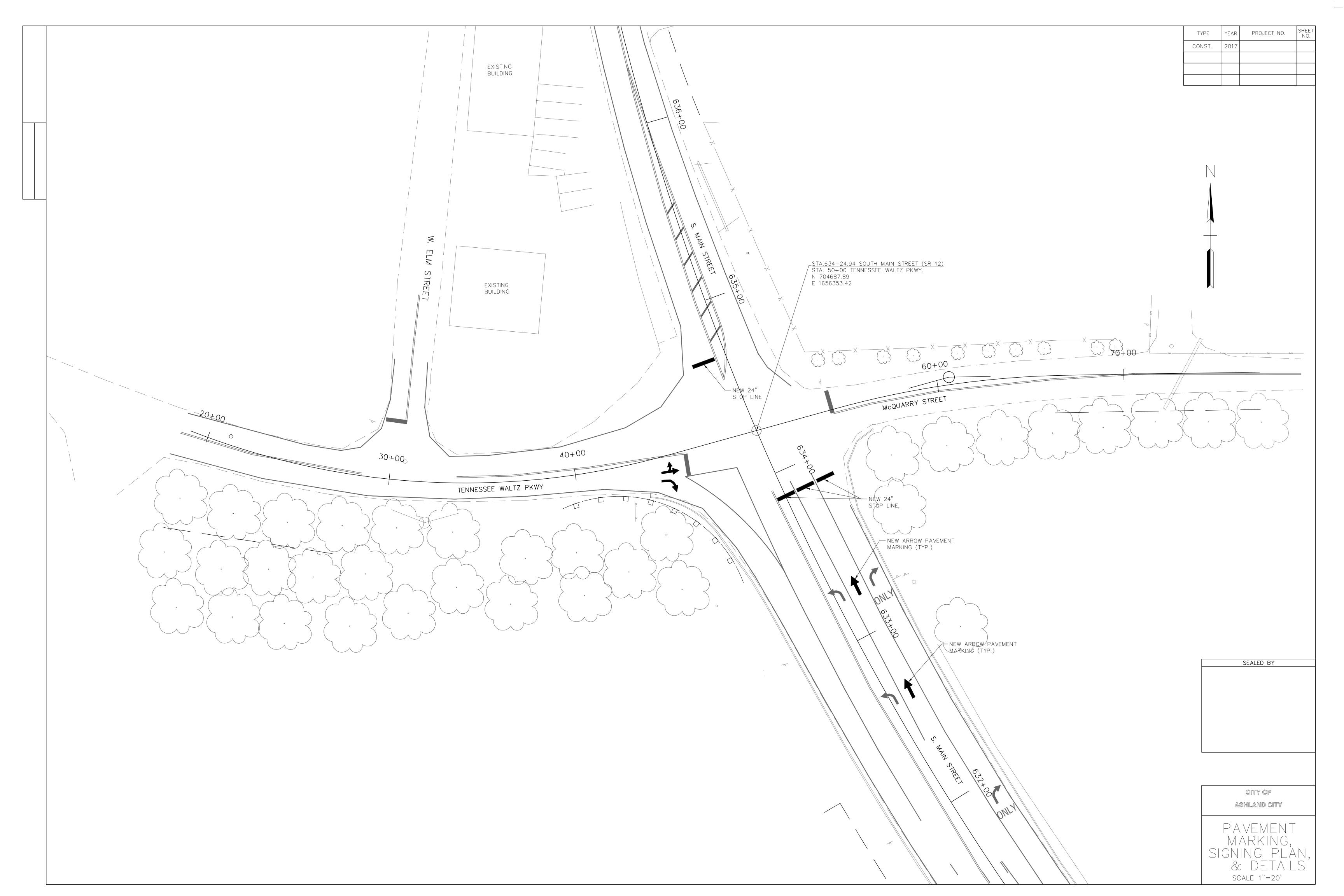
ΝA

CLEAR	ANCE	PEDES	IRIAN			
YELLOW	ALL RED	WALK	FLASHING DON'T	RECALL TO	MEMORY POSITION	
			WALK		(1)	SEALED BY
					NL	
					NL	
					NL	
					NL	
					NL	
					NL	
					NL	
					NL	

OBSERVATIONS TO PROVIDE EFFICIENT OPERATION. CONTRACTOR SHALL COORDINATE WITH TOWN

CITY OF ASHLAND CITY

WIRING DIAGRAM 2 DETAILS



SIGNAL NOTES

GRADING

- ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING (1) THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR (2) OFF STATE-OWNED R.O.W. IN A REGULATORY FLOOD WAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITHOUT APPROVAL BY SAME. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL. STATE OR LOCAL AGENCY.

PAVEMENT MARKINGS

PERMANENT PAVEMENT LINE MARKINGS SHALL BE 4" SPRAY (1) THERMOPLASTIC (40 mil) INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK. SHORT UNMARKED SECTIONS SHALL NOT BE ALLOWED. PAVEMENT MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 716-13.06, SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE), L.M. THE CONTRACTOR SHALL HAVE THE OPTION OF USING REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK AND THEN INSTALLING THE PERMANENT MARKINGS AFTER THE PAVING OPERATION IS COMPLETED. THE TEMPORARY MARKINGS FOR THE FINAL SURFACE WILL NOT BE MEASURED AND PAID FOR DIRECTLY. BUT THE COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR THE PERMANENT MARKINGS.

SIGNING

- ALL SIGNS MARKED "TO BE REMOVED" ARE TO BE REMOVED BY THE (2) CONTRACTOR AND PAID FOR UNDER ITEM 713-15 AND BECOME THE PROPERTY OF THE CONTRACTOR.
- THE LETTERS, DIGITS, ARROWS, BORDERS, AND ALPHABET ACCESSORIES (3) ON ALL FLAT SHEET SIGNS SHALL BE APPLIED BY SILK SCREENING PROCESS.

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

- ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-(4) EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.
- (5) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN THE ORIGINAL UNIT PRICE BID FOR ITEM NO 712-06, SIGNS (CONSTRUCTION) PER SQUARE FOOT
- A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER (6) SIGN. MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.
- TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED (7) UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.
- USE OF BARRICADES, PORTABLE BARRIER RAILS, VERTICAL PANELS, AND (8) DRUMS SHALL BE LIMITED TO THE IMMEDIATE AREAS OF CONSTRUCTION WHERE A HAZARD IS PRESENT. THESE DEVICES SHALL NOT BE STORED ALONG THE ROADWAY WITHIN THIRTY (30) FEET OF THE EDGE OF THE TRAVELED WAY BEFORE OR AFTER USE UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL INCREASE TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. THESE DEVICES SHALL BE REMOVED FROM THE CONSTRUCTION WORK ZONE WHEN THE ENGINEER DETERMINES THEY ARE NO LONGER NEEDED. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK. THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.
- THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR (9) CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60

MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK. THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

DEVICES.

SIGNALIZATION

- (13)
- (14) 351-1111.

- (17)
- BREAKER. (18)
- (19)

(20)

(10) ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL

(11) ALL CONSTRUCTION, EQUIPMENT, AHD INSTALLATION PROCEDURES SHALL COMPLY WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SIGNAL INSTALLATION AND EQUIPMENT SHALL COMPLY WITH SECTION 730MTOWN-TRAFFIC SIGNALS. ALL PAVEMENT MARKINGS SHALL COMPLY WITH SECTION 711-PAVEMENT MARKINGS.

CONSTRUCT THE CONTROLLER CABINET AND FOUNDATION IN ACCORDANCE WITH TDOT STANDARD DRAWINGS AND SECTION 730MTOWN.

THE CONTRACTOR SHALL CONNECT THE EXISTING FIBER OPTIC COMMUNICATIONS CABLE TO THE NEW TRAFFIC SIGNAL CONTROLLER CABINET. THE CONNECTION SHALL BE MADE BY SPLICING THE EXISTING CABLE IN A MANNER ACCEPTABLE TO CABLE OWNER. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE OWNER AND RECEIVE APPROVAL PRIOR TO SPLICING THE EXISTING CABLE.

ALL UTILITY LOCATIONS, AS SHOWN, ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF UTILITIES. PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY. SOME UTILITIES CAN BE LOCATED BY CALLING THE TENNESSEE ONE CALL SYSTEM AT 1-800-

(15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ELECTRICAL SERVICE TO THE SITE.

(16) THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL UTILITIES FOR ANY "MAKE READY" WORK REQUIRED

CONTRACTOR SHALL INSTALL A 50 AMP, 2 POLE WEATHERPROOF EXTERNAL DISCONNECT ON THE POLE WITH A/C SERVICE CONNECTION. ENCLOSURE SHALL BE METALLIC WITH A 50 AMP SINGLE POLE CIRCUIT

ALL FOUNDATIONS SHALL HAVE A SPARE 2-INCH STUBOUT PARALLEL TO THE ROAD (POLES AND CONTROLLER).

THE PROPOSED LOCATIONS FOR THE SIGNAL SUPPORT POLES, AS SHOWN ON THESE PLANS, ARE APPROXIMATE. SOME FIELD ADJUSTMENT MAY BE REQUIRED IN ORDER TO AVOID CONFLICT WITH EITHER OVERHEAD OR UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND STAKING THE OPTIMUM LOCATIONS FOR THESE POLES AND FOR RECEIVING APPROVAL FROM THE ENGINEER AND THE APPROPRIATE UTILITIES BEFORE INSTALLATION BEGINS. PROPER ROADSIDE CLEAR ZONES SHALL BE OBSERVED.

SHAFTS FOR FOOTINGS SHALL BE DRILLED THROUGH FIRM, UNDISTURBED, UNSATURATED SOIL AND SHALL BE VISUALLY INSPECTED BY THE ENGINEER OR ENGINEERING REPRESENTATIVE PRIOR TO PLACEMENT OF REINFORCEMENT. THE ENGINEER OR ENGINEERING REPRESENTATIVE SHALL BE ADVISED BY THE CONTRACTOR OF ANY GROUND WATER OR LOOSE SOIL ENCOUNTERED DURING DRILLING. FOOTINGS SHALL COMPLY WITH TDOT STANDARD DRAWINGS.

(21) SIGNAL HEADS VISIBLE TO DRIVERS BUT NOT OPERATIONAL SHALL BE COMPLETELY COVERED.

IF FIELD ADJUSTMENTS RESULT IN CHANGES TO SIGNAL HEAD PLACEMENT. ATTACHMENT HEIGHTS, OR SPAN WIRE/MAST ARM LENGTH. THE ENGINEER

SHALL BE ADVISED AND SHOP DRAWINGS SHALL BE RE-EVALUATED TO VERIFY THAT THE CHANGES ARE STRUCTURALLY ACCEPTABLE.

- ALL STOP LINES, CROSSWALK LINES, LANE LINES, AND PAVEMENT ARROWS SHALL BE THERMOPLASTIC. STOP LINES SHALL BE 24 INCHES WIDE. ALL CONFLICTING MARKINGS SHALL BE REMOVED USING AN ACCEPTABLE METHOD AS SPECIFIED BY TDOT SPECIFICATION SECTION 712-TEMPORARY TRAFFIC CONTROL. EXISTING PAVEMENT MARKINGS SHALL BE REAPPLIED AS NECESSARY.
- STREET NAME SIGNS ARE TO BE PROVIDED BY AND INSTALLED BY THE (24) CONTRACTOR UNLESS OTHERWISE NOTED.
- EXISTING SIGNAL EQUIPMENT TO BE REMOVED BY THE CONTRACTOR. ALL (25) SALVAGED EQUIPMENT TO BE RETURNED TO THE CITY.
- EXISTING SIGNAL EQUIPMENT SHALL REMAIN IN OPERATION UNTIL NEW SIGNAL EQUIPMENT IS COMPLETE AND IN FULL OPERATION.
- ALL NEW SIGNAL HEADS SHALL BE POLYCARBONATE. ALL NEW SIGNAL HEADS SHALL BE SEALED LED UNITS MEETING I.T.E. SPECIFICATIONS.
- CABINET/CONTROLLER TO INCLUDE COORDINATION MODULE. ETHERNET (28)PORT, COMMUNICATIONS PANEL AND OTHER CABINET WIRING AS REQUIRED FOR SYSTEM OPERATION. CONTROLLER TO BE COMPATIBLE WITH EXISTING SIGNAL MANAGEMENT SOFTWARE AS SPECIFIED
- TRAFFIC SIGNAL SUPPORT POLES SHALL BE DESIGNED IN ACCORDANCE WITH THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS LUMINAIRES, AND TRAFFIC SIGNALS (CURRENT EDITION WITH ADDENDA). WIND LOADS SHALL BE BASED ON A BASIC WIND SPEED OF 90 MPH WITH A RECURRENCE INTERVAL OF 50 YRS. USE THE FATIGUE CATEGORY AS NOTED ON EACH PROPOSED SIGNAL LAYOUT. FATIGUE LOADS ARE BASED ON THE REQUIREMENTS OF SECTION 11.7 AND THE FOLLOWING LOADS:
- GALLOPING NO DESIGN NECESSARY. VIBRATION DAMPENERS SHALL BE USED ON ALL MAST ARMS 50' OR GREATER.
- (31) VORTEX SHEDDING NOT APPLICABLE ON TRAFFIC SIGNAL SUPPORTS WITH A TAPER OF AT LEAST 0.14 IN/FT.
- (32) NATURAL WIND GUST THE YEARLY MEAN WIND SPEED FOR NATURAL WIND GUSTS SHALL BE 11.2 MPH.
- TRUCK INDUCED GUST NO DESIGN NECESSARY. (33)
- ALL OPEN CUTS AND TRENCH REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT TOOT STANDARD DRAWINGS
- ALL SIDEWALK AND RAMP REPAIRS SHALL COMPLY WITH CURRENT TOOT STANDARD DRAWINGS.
- ALL CONDUITS SHALL BE RGS UNLESS OTHERWISE NOTED. CONDUIT SHALL BE LAID AT A MINIMUM DEPTH OF 24 INCHES BELOW FINISHED GRADE AND SHALL COMPLY WITH TDOT TRENCHING DETAILS AND CONDUIT PLACEMENT. THE CONTRACTOR SHALL SEAL ALL OPEN CONDUIT ENTRANCE HOLES, WITH OR WITHOUT CABLES, WITH CONDUIT DUCT SEAL PUTTY OR CONDUIT PLUGS. WHERE CABLES ENTER THE CONDUIT, THE SEALANT SHALL BE APPLIED AFTER INSTALLING THE CABLE. THESE LOCATIONS SHALL CONSIST OF CONDUIT ENDS AND PULL BOXES, CABINET BASES AND WEATHER-HEADS.
- THE PLAN SHEETS HAVE BEEN DEVELOPED WITH EXISTING DATA AVAILABLE FROM MULTIPLE SURVEYS AND FIELD VISITS, ALL ITEMS INCLUDED AND SHOWN HEREIN ARE BELIEVED TO REFLECT EXISTING CONDITIONS TO A REASONABLE DEGREE OF ACCURACY. HOWEVER, THE CONTRACTOR HAS FINAL RESPONSIBILITY TO VERIFY ALL EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO, UNDERGROUND UTILITIES, PROPERTY LINES AND DRAINAGE STRUCTURES.
- SIGNAL HEADS SHALL INCLUDE LOUVERED BACKPLATES WITH A 1" MINIMUM YELLOW RETRO REFLECTIVE BORDER AROUND THE PERIMETER OF THE FACE OR THE BACKPLATE. THE RETRO REFLECTIVE BORDER TO BE MADE OF A TYPE III PRISMATIC MATERIAL.
- UTILITY MARKINGS SHALL BE CHALK BASED MARKING PAINT ON ASPHALT AND SIDEWALKS, AND REMOVED ONCE CONSTRUCTION IS COMPLETED.

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2017		

CITY OF ASHLAND CITY

SEALED BY

SIGNAL NOTES

ESTIMATED ROADWAY QUANTITIES (TN Waltz @ SR12)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
712-01	TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
713-16.20	SIGNS (STREET NAME SIGNS)	EACH	4	\$ 385.00	\$ 1,540.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	12	\$ 27.50	\$ 330.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 16.50	\$ 1,485.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	\$ 275.00	\$ 1,925.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1	\$ 440.00	\$ 440.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 5.50	\$ 495.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	\$ 110.00	\$ 440.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	0.5	\$ 2,420.00	\$ 1,210.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	1	\$ 3,200.00	\$ 3,200.00
717-01	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7	\$ 1,500.00	\$ 10,500.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	1	\$ 1,980.00	\$ 1,980.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	2	\$ 600.00	\$ 1,200.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 4,950.00	\$ 4,950.00
730-08.10	SIGNAL CABLE	LS	1	\$ 1,650.00	\$ 1,650.00
730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	200	\$ 44.00	\$ 8,800.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 18,700.00	\$ 18,700.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 6,500.00	\$ 6,500.00
730-23.95	CANTILEVER SIGNAL SUPPORT (2 ARMS)	EACH	2	\$ 25,000.00	\$ 50,000.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN (DESCRIPTION)	L.F.	120	\$ 5.50	\$ 660.00
			OPTIONAL	ITEMS TOTAL	\$ 161,005.00
OPTIONAL EQUIPMENT					
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 6,000.00	\$ 6,000.00
730-13.08	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	5	\$ 11,000.00	\$ 55,000.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$ 15,000.00	\$ 15,000.00
Varies	PED POST, SIGNALS, PUSH BUTTONS	EACH	1	\$ 7,500.00	\$ 7,500.00
Varies	PED CONCRETE RAMPS	S.F.	150	\$ 15.00	\$ 2,250.00
			OPTIONAL	ITEMS TOTAL	\$ 85,750.00
			G	RAND TOTAL	\$ 246,755.00



SUBSCRIPTION RENEWAL AGREEMENT

NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate.

FULL SUBSCRIBER NAME:

ASHLAND CITY FIRE DEPARTMENT (TN)

(The name of the entity that is subscribing, hereinafter "Subscriber")

February 3, 2020 RENEWAL SUBSCRIPTION COMMENCEMENT DATE:

Your most recent subscription to IamResponding expires (or expired) on the day before the above date. This renewal agreement extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length and cost of the agreement, which will now be as selected below:

- 1. This renewal subscription starts on the Renewal Subscription Commencement Date indicated above, and ends one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESMC until ESMC has received this signed Subscription Agreement from Subscriber.
- 2. Length and Base Subscription Fee (*In this section, you must check one box*): a)

The subscription length and cost selected by Subscriber is as follows:

One-year Subscription

\$800

Three-year Subscription

Paid annually, at \$725/year

Paid up-front, for a total of \$2,066 (5% discount from annual payment rate)

Five-year Subscription

BEST ANNUAL VALUE \rightarrow

Paid annually, at \$650/year

BEST OVERALL VALUE \rightarrow

Paid up-front, for a total of \$3,087 (5% discount from annual payment rate)

Telephone Call Costs: **\$10**/year. b)

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

3. Subscriber warrants that the person signing this Agreement has the authority to enter into this Subscription Agreement on behalf of the Subscriber.

Subscribing Entity's Name:		
Printed Name of Authorized Signor:		
Date:		
Signature:		
Emergency Services Marketing Corp., Inc.		
By: Daniel R. Seidberg, President	Date:	

Please return this ENTIRE agreement to us; not just the signature page!

All checks should be made payable to: Emergency Services Marketing Corp., Inc. Tax Identification No.: 20-5787005 US Funds Only

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FROM AS YOUR INVOICE

IamResponding.com

Self Made Invoice

Emergency Service Marketing Corp., Inc. P.O. Box 93 Dewitt, New York 13214-0093 Phone: (315) 701-1372 Fax: (315) 314-7748

Date:			
Data			
Date:			
	 	 	 _

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
Please select <u>ONE</u> applicable payment option below:	
One-Year Term (\$800 Base Fee + \$10 Telephone Fee = \$810)	
Three-Year Term, Paid Annually (\$725 Base Fee + \$10 Telephone Fee= \$735)	
Three-Year Term, Paid Up-Front (\$2,066 Base Fee + \$30 Telephone Fee = \$2,096)	
Five-Year Term, Paid Annually (\$650 Base Fee + \$10 Telephone Fee = \$660)	
Five-Year Term, Paid Up-Front (\$3,087 Base Fee + \$50 Telephone Fee = \$3,137)	
	Total :

Please update your billing contact information!

Billing Contact Name:	All payments in US funds ONLY	
Billing Contact Email:	Make checks payable to:	
Billing Contact Phone:	Emergency Services Marketing Corp., Inc.	
Billing Contact Fax:	(Tax ID #: 20-5787005)	
Billing Address:	Thank you for your business!	

CONTRACT RIDER For 06/06/2020

THIS RIDER IS THE CONTRACT, DATED 01/30/2020 BETWEEN Scott Sampson and/or City of Ashland City (Hereinafter referred to as "PURCHASER") and Clayton Quisenberry ("ARTIST"). PURCHASER agrees to pay "ARTIST" \$1000.00 via check, upon arrival, for live performance with bands to take place Saturday June 6th in Ashland City TN for Summer Fest event. Bands to perform & times:

Headliner: Clayton Q - 8:30pm-9:30pm Opener: Danielle Bloom - 7pm-8pm

PURCHASER agrees to hold ____ complimentary tickets for ARTIST's guests. PURCHASER agrees to provide parking of 50ft for the ARTIST's tour bus within close proximity of stage. PURCHASER agrees to have a table by the stage for merchandise to be sold by ARTIST.

PURCHASER agrees to provide: A professional PA system, capable of providing clear sound throughout the audience area; (4) high quality monitor speakers; an engineer to operate said system for the full sound check and performance; all necessary cables for equipment & microphones.

ARTIST agrees to promote the event per all his social media pages & events page(s), to better promote tickets sales & advertise the events taking place thereof.

If this Agreement shall be cancelled or terminated for any of the reasons referred to in this paragraph, ARTIST shall not be liable to PURCHASER for any loss, damage or expense claimed to have been suffered by PURCHASER as a result of such termination. In the event performance is cancelled by PURCHASER for any other reason than an emergency by the ARTIST, ARTIST is to be paid the contract fee in full. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto & in agreement. In the case of any conflict of terms, the terms contained in this rider shall prevail. PURCHASER agrees to indemnify and hold ARTIST harmless from any and all claims, liabilities, damages, arrests, pregnancies, divorces, and/or expenses arising from any action or activity of PURCHASER while ARTIST is rendering the contracted services except for claims arising from ARTIST'S willful misconduct or gross negligence.

AGREED AND ACCEPTED BY:

PURCHASER REPRESENTATIVE

ARTIST:

DATE:

DATE: 01/30/2020

OPEN ROADS POLICY

State of Tennessee

"OPEN ROADS POLICY"

Quick Clearance for Safety and Mobility Between the Tennessee Department of Transportation, Tennessee Department of Safety and Homeland Security, and Tennessee Counties and Cities

This Memorandum of Understanding (MOU) by and between the Tennessee Department of Transportation (TDOT), the Tennessee Department of Safety and Homeland Security (TDOSHS), County/City Law Enforcement and Fire and Rescue Agencies (City/County Agencies), establishes a policy for the Tennessee Highway Patrol (THP), TDOT, City/County Agencies to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System (roadways) to restore, in an URGENT MANNER the safe and orderly flow of traffic following a motor vehicle crash or incident on Tennessee's roadways. This MOU supersedes the 2012 Interagency Agreement on the Urgent Clearance of Highway Incidents signed on 2/16/12, and the previous Open Roads Policy agreement signed by TDOT and the TDOSHS on 10/12/2012. This MOU represents the consolidation and advancement of these previous agreements.

Whereas: Public safety is the highest priority and must be maintained especially when injuries or hazardous materials are involved. The quality of life in the State of Tennessee is heavily dependent upon the free movement of people, vehicles, and commerce. THP, TDOT, and City/County Agencies share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible. THP, TDOT, and City/County Agencies have the responsibility to do whatever is reasonable to reduce the risk to responders, secondary crashes, and delays associated with incidents, crashes, roadway maintenance, construction, and enforcement activities.

The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary.

Be it resolved: Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. It is understood that damage to vehicles or cargo may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the highest priority is restoring traffic to normal conditions. Incident caused congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

Tennessee Highway Patrol Responsibilities

Members of the THP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the collision. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow the completion of those tasks. The THP will only close those lanes absolutely necessary to conduct the investigation safely. Whenever practical, crashes on access controlled roadways will be removed to exit ramps, accident investigation sites or other safe areas for completion of investigations. In the enforcement of state laws and regulations, TDOSHS will try to minimize the impacts on traffic, especially during peak commuting periods, and will not block or restrict lanes except as necessary for safety or critical investigations. THP will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal as soon as possible.

Tow trucks will be requested as soon as it is evident that they will be needed to clear the roadway. The THP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity and design meeting the standards for the State of Tennessee to clear the travel portions of the roadway within 90 minutes, unless extenuating circumstances exist such as the presence of hazardous materials, serious bodily injury or a fatality.

The THP will not unnecessarily cause the delay in reopening all or part of a roadway to allow a company to dispatch their own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. The THP and TDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner.

The THP will encourage and assist other emergency responders in clearing incident scenes as soon as possible after their respective duties have been performed so as to reduce distractions for motorists and restore the roadway to normal operating conditions.

The THP will support the deployment of the National Traffic Incident Management Training Program in Tennessee, and include information about safe and efficient traffic incident management and urgent clearance of roadways in the training provided by the TDOSHS Training Academy.

Tennessee Department of Transportation Responsibilities

When requested by the THP or City/County Agencies, TDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each TDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within 60 minutes of notification at all times within the district.

TDOT will dispatch HELP trucks to incident scenes within the areas served by the HELP program. Whenever possible, TDOT will also dispatch HELP trucks outside of the normal service areas when requested by TDOSHS. TDOT will also dispatch "Protect the Queue" (PTQ) vehicles when queue lengths from the primary incident are expected to exceed one quarter (¼) mile or at the request of TDOSHS or HELP Operators.

TDOT, in cooperation with the THP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if clearance of the travel lanes are being delayed or is determined that the task is beyond the capabilities of the wrecker service on scene. If cargo or non-hazardous spilled loads are involved, TDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by TDOT will be moved as short a distance as possible to eliminate the traffic hazard.

TDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. TDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain adjacent to the travel lanes on the shoulder for removal at a later time.

When requested, TDOT will assist in establishing temporary detours and associated traffic control. TDOT will work to provide a way for traffic caught in an extended closure to exit the controlled access highway safely to an alternate route.

TDOT will install and maintain reference markers, signs and other FHWA-approved markings as requested by TDOSHS to allow quicker location of incidents and to facilitate investigation and reporting of incidents. This includes enhanced (every 0.2 mile) mile markers on all Interstate Highways.

TDOT will strive to minimize the traffic impacts of highway construction and maintenance and will consult with TDOSHS about ways to accomplish that objective. TDOT will advise TDOSHS as far in advance as possible of all construction and maintenance activities that may have a significant impact on traffic flow and safety along state highways.

Local Law Enforcement, Fire and Rescue Department Responsibilities

Members of City/County Agencies who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When investigating an incident, the investigation will be conducted in as expedient a manner as possible considering the severity of the collision (serious injuries, fatality, or hazardous materials). City/County Agencies will close only those lanes absolutely necessary to safely conduct the fire/rescue operations. City/County Agencies will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal conditions as soon as possible. As soon as TDOT has set up appropriate traffic control for the safety of the responders and travelers, City/County Agencies will move any fire/rescue apparatus or vehicles initially used to shield responders to appropriate areas.

All Agencies Shared Responsibilities:

Agencies will work together at incident scenes to promote urgent clearance, safety for motorists and emergency responders, and thorough investigations as required by the circumstances. Initial Incident Command will be established by the first responder arriving on the scene of an incident in accordance with the protocols and procedures of the NIMS.

Agencies understand that additional damage to vehicles or cargo may occur as the result of clearing the roadway on an urgent basis. The priority is treatment and recovery of injured parties, public and responder safety, and restoring the roadway to normal conditions as soon as possible. Agencies will carry out the processes and procedures for removal of vehicles, spilled cargo, or other personal property as outlined in TCA § 54-16-113.

Agencies will position emergency equipment at incident scenes to minimize the impacts on traffic flow and to avoid blocking or restricting lanes unnecessarily. Further, the parties will coordinate the use of emergency lights at incident scenes, as practical and consistent with on-scene safety, to minimize distractions to motorists. The parties will also encourage other emergency responders to position their equipment accordingly and practice light discipline.

For incidents involving hazardous materials, agencies will work together with TEMA, fire services, and other responsible agencies. Once public safety has been assured, the priority will shift to opening one lane of travel and restoring the roadway to full capacity as soon as possible.

TDOT and TDOSHS will work together to ensure that safe and efficient traffic incident management and urgent clearance of roadways is part of the training provided for all law enforcement, fire and emergency medical services, rescue squads, towing and recovery operators, and other incident responders in Tennessee through supporting the National Traffic Incident Management Training Program.

TDOT, TDOSHS, local responders, and other agencies as needed, will conduct after action review (AAR) meetings as early as possible for incidents involving the long term closure of Tennessee highways as agreed upon by the relevant responding partners. The intent of these AAR meetings is not to assign blame for failures, but to seek to learn how process improvements can be made together to support the quick clearance of incidents.

Agencies will advise their personnel of this Agreement and promote implementation at every level of their organizations through established channels and protocol. TDOT will distribute advisory memorandums to personnel in Headquarters, Regions, Districts and County Offices.

Therefore, it is agreed as follows:

The THP, TDOT, and City/County Agencies, will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this "OPEN ROADS POLICY" MOU.

The THP, TDOT, and City/County Agencies, will research, evaluate and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or incident scenes. THP and City/County Agencies will prioritize the investigative tasks and reopen travel lanes upon completion of tasks that must be conducted, without the impediment of traffic flowing.

Roadways will be cleared as soon as possible. It is the goal of THP, TDOT, and City/County Agencies that all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer. This goal is being made with the understanding that a more complex

scenario may require additional time for complete clearance. Incidents that extend beyond the 90 minute goal will be assessed every 30 minutes to determine an expected clearance time and reported to the appropriate communications center.

The THP, TDOT, and City/County Agencies, will determine the well-being of motorists in the event of a lengthy traffic queue and /or roadway closure and provide assistance to motorists within the stopped traffic queue whenever possible.

Agencies will meet periodically to discuss experiences with incident management and to work toward improvements. In addition to the AAR meeting described above, periodic working sessions will be held in each of the TDOT Region Offices with TDOSHS, TDOT, and other state and local agencies to discuss overall incident management and related issues. The goal will be to have a Regional TIM Taskforce (Workgroup) meeting quarterly in each of TDOT's four regions.

It is further agreed that:

The THP, TDOT, and City/County Agencies, will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse and become party to this "OPEN ROADS POLICY" for the State of Tennessee.

MOU Execution: Use of Counterpart Signature Pages

This MOU. and any amendments hereto may be simultaneously executed in multiple counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding any other provision herein to the contrary, this MOU shall constitute an agreement amongst the parties that have executed a counterpart and parties listed but not executing shall not be deemed to be parties to the MOU.

In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized Chief Executive.

AGREED AND EXECUTED BY:

FOR TDOSHS:

COMMISS SER. ARTMENT OF SAFETY TENNE AND HO **JELAND SECUR TY**

COLONEL DERECK STEWART TENNESSEE HIGHWAY PATROL

FOR TDOT

COMMISSIONER CLAY BRIGHT TENNESSEE DEPARTMENT OF TRANSPORTATION

Our

CHIEF ENGINEER, PAUL DEGGES TENNESSEE DEPARTMENT OF TRANSPORTATION

10/16/15 DATE:

10-16-221

DATE

<u>10/16/2019</u> DATE: <u>10/16/19</u>

Tennessee's

"OPEN ROADS POLICY" Quick Clearance for Safety and Mobility

	Local Agency	
3у:		
Print/TypeName:		
îitle:		
Date:		
ADDITIONAL SIGNATORIES	Title	Date
Name	Title	Date
Name	Title	Date
Name	Title	Date

Resolution 2016-02

A resolution of the Mayor and Council of the Town of Ashland City to create a Parks and Recreation Advisory Board to advise and recommend to the City Council of the Town of Ashland City in all matters to the establishment, maintenance, and operation of the city parks and recreation programs.

WHEREAS, The City Mayor and City Council for Ashland City, Tennessee desire to establish and maintain a Parks and Recreation Advisory Board to promote and establish parks and recreation programs, and maintenance and operation of the city parks; and

WHEREAS, the Mayor has the authority to appoint five (5) members to the board; and

WHEREAS, the board members will serve two (2) year terms;

WHEREAS, the board shall not meet more than once a month; and

WHEREAS, the board shall elect a Chair and one (1) member shall serve as Vice-Chairman; and

WHEREAS, the board shall accept and amend the by-laws annually; and

WHEREAS, the board shall comply with all State and City regulations.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established.

Adopted this the 9th day of February, 2016.

Rick Johnson, Mayor

Phyllis Schaeffer, City Recorder

Constitutional By-Laws of the Parks and Recreation Advisory Board Town of Ashland City, Tennessee

A. Purpose

The Ashland City Parks and Recreation Board, herein-after referred to as the Board, shall be composed of five (5) members. The duties of said Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

B. Terms of Office

1. The terms of office for the Board for said Parks and Recreation Advisory Board shall commence on July 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board shall appoint one (1) member to serve as Chairman. One (1) member will serve as a Vice-Chairman on an annual basis, as selected by the Board at the July meeting.

2. Members appointed to fill vacancies on said Board shall be for the remainder of the term of his/her predecessor.

C. Termination

Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve month period that are considered unexcused by definition, or 25% of the meetings, whichever is greater, in one appointment year, unless the absenteeism is for:

a. Vacationb. Illnessc. Family Emergencyd. Jury Dutye. Business out of town

Absenteeism may also be excused by the Board or by the Mayor. If a member goes beyond this absenteeism limit, the Mayor shall be advised to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairman or Vice-Chairman of a valid reason or good cause for absence prior to a scheduled meeting.

D. Organization

Said Board is authorized to establish its own rules, regulations, and by-laws subject to ratification by the City Council and shall provide for regular and special meetings necessary to carry on its business.

E. Limitations

The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council. The Board shall not knowingly conduct business that has been assigned by ordinance to any other governing or advisory board of the Town of Ashland City.

F. Regular Meetings

The regular meeting shall be held on the third Tuesday of each month at the hour of 6:00 p.m. unless otherwise designated in the Notice, and at such place as is designated in the Notice.

G. Special Meetings

Special meetings may be called at any time by the Chairman of the Board or by three (3) members of the Board.

H. Place of Meeting

The place of meeting shall be the location designated in the Notice.

I. Quorum

Three (3)) members or more shall at all times constitute a quorum.

J. Rules of Order

General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

K. Order of Business

The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- 1. Call to order
- 2. Roll call and possible action concerning requests for absences.
- 3. Hear visitors.
- 4. Consideration of minutes of the last regular meeting and of any special meetings held subsequently, and their approval or amendment.
- 5. Reports and Board action items.

M. Appointment of Officers

The Board shall appoint one (1) member of the Board to serve as Chairman. One (1) member will serve as Vice-Chairman on an annual basis, as selected by the Board at the July meeting.

N. Duties of the Board Chairman

The Chairman of the Board shall preside at the meetings of the Board and shall perform the other duties ordinarily performed by that office. The Chairman shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

O. Duties of the Vice-Chairman

The Vice-Chairman of the Board, in the absence of the Chairman, shall perform all the duties of the Chairman of the Board. In the absence of both the Chairman and the Vice-Chairman, the Board shall elect a Chairman Pro Tempore who shall perform the duties of the Chairman of the Board.

P. Duties of the Parks and Recreation Director

The Director shall act as the Chief Executive Officer of the board, but shall not be a member. The Director shall attend all regular meetings and participate in discussions, but shall not be entitled to vote.

Q. Duties of the Secretary to the Board

The Parks Staff Assistant shall act as the Secretary to the Board, but shall not be a member. The Staff Assistant shall prepare agendas, post the appropriate notices, notify Board members of all the regular meetings at least seventy-two (72) hours prior to the meeting, transcribe minutes from regular and special meetings in which a quorum of the Board is present, and maintain the minutes and records of the Board in compliance with all state and local laws.

R. Appointment of Special Committees

Special Committees shall be appointed by the Chairman for Consideration and study of any matter not covered by the Board during regular or special meetings. The Special Committees shall report their findings to the Board.

S. Amendments

These by-laws may be amended at any regular meeting of the Board by a majority voted of the members present, and then approved by the City Council provided previous notice of the nature of proposed amendment shall have been given at least one (1) regular meeting before the action thereon shall be taken.

The by-laws shall be automatically amended by any future ordinances passed by the City Council dealing with matters relating to the Parks and Recreation Advisory Board.

Ordinance#

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO ESTABLISH TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE

WHEREAS, Resolution 2016-02 previously established a Parks and Recreation Advisory Board with the purpose of advisement and recommendation to City Council on all matters to the establishment, maintenance, and operation; and

WHEREAS, the Mayor and Council wish to establish a Parks and Recreation Advisory Board; and

WHEREAS, the Parks and Advisory Board will be added to the City Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established under Title 2 Chapter 2 titled Parks and Recreation Board of the Municipal Code be added as follows:

2-201. <u>Purpose.</u> The Ashland City Parks and Recreation Board, herein this chapter referred to as the Board, shall be composed of five (5) members. The duties of the Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

2.202. <u>Terms of Office</u>. The terms of the office for the Board shall commence on July 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board shall appoint one (1) member to serve as Chairperson and one (1) member to serve as Vice-chairperson on an annual basis, as selected by the Board at the July meeting. Members appointed to fill vacancies on the Board shall be for the remainder of the term of his/her predecessor.

2.203. <u>Termination</u>. Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve-month period that are considered unexcused or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year. If a member goes beyond this absenteeism limit, the Mayor shall be advised by the Board to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairperson or Vice-Chairperson of a valid reason or good cause for absence prior to a scheduled meeting.

2.204. <u>Organization</u>. The Board is authorized to establish its own rules, regulations, and by-laws subject to ratification by the City Council and shall provide for regular or special meetings necessary to carry on its business.

2.205. <u>Limitations.</u> The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council. The Board shall not knowingly conduct business that has been assigned by ordinance to any governing or advisory board of the Town of Ashland City.

2.206. <u>Meetings</u>. Meetings shall be held once a month and shall be reported to the City Recorder and advertised on the town website and any other media outlets the town chooses to utilize. The regularly scheduled meeting time and date shall be determined and voted on by the Board. Special called meetings may be called at any time within forty-eight (48) hours notice and may be called by the Chairperson of the Board or by three (3) members of the Board.

2.207. <u>Place of Meeting</u>. The place of the meeting shall be the location designated in the advertisement as approved by the Board.

2.208. Quorum. Three (3) members or more shall at all times constitute a quorum.

2.209. <u>Rules of Order</u>. General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

2.210. <u>Order of Business</u>. The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- a. Call to Order
- b. Roll call and possible action concerning requests for absences
- c. Approval of Agenda
- d. Approval of Minutes
- e. Public Forum
- f. Reports
- g. Old Business
- h. New Business
- i. Other
- j. Adjournment

2.211. <u>Appointment of Officers.</u> The Board shall appoint one (1) member of the Board to serve as Chairperson and one (1) member of the Board to serve as Vice Chairperson on an annual basis, as selected by the Board at the July meeting.

2.212. <u>Duties of the Chairperson.</u> The Chairperson shall preside at the meetings of the Board and shall perform the other duties ordinarily performed by that office. The Chairperson shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

2.213. <u>Duties of the Vice Chairperson</u>. The Vice-Chairperson in the absence of the Chairman shall perform all the duties of the Chairman of the Board. In the absence of both the Chairperson

and Vice-Chairperson the Board shall elect a Chairperson Pro Tempore who shall perform the duties of the Chairperson.

2.214. <u>Duties of the Parks and Recreation Director</u>. The Director shall act as the Chief Executive Officer of the Board, but shall not be a member. The Director shall attend all regular meeting and participate in discussions, but shall not be entitled to vote.

2.215. <u>Duties of the Secretary.</u> The Parks Staff assistant shall to act as the Secretary to the Board, but shall not be a member. The Staff Assistant shall prepare agendas, post the appropriate notices, notify Board members of all special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings in which a quorum of the Board is present, and maintain the minutes and records of the Board in compliance with all state and local law.

2.216. <u>Amendments.</u> These by-laws may be voted to be amended by a majority vote of the Board members present, and then shall be presented to City Council for approval by Amendment to the Code of Ordinances.

2.217. <u>Compensation.</u> The appointed members of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the payroll department within two (2) days following the conclusion of the meeting.

RESOLUTION 20192020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- **WHEREAS**, the State Department of Economic and Community Development will reimburse for projects relating to transportation alternatives; and
- WHEREAS, the Town would like to submit the grant application for up to \$630525,000; and,
- WHEREAS, the Town agrees to match funds for this grant being 20% of the purchase amounts up to \$130,000; and,
- WHEREAS, the Town has selected
- **WHEREAS,** the Town of Ashland City now seeks to participate in this grant program for infrastructure needs within the city.

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 *"Community Development Block Grant"* reimbursement grant through Economic and Community Development.

SECTION 2: That the Town of Ashland City further authorizes Brian Stinson, Kellie Reed, and Clint Biggers to work with GNRC in order to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of November<u>February</u>, 2019-2020 move the adoption of the above Resolution.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO

Changes to the Personnel Manual

HOURLY RATES

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Board of Mayor and Council shall set by resolution all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications. A work period may contain physical hours worked and/or non-working (sick/vacation/comp/holiday) hours but should not equal more hours than normally scheduled in the work period.

OVERTIME PAY

When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee's regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Overtime accrues at a rate of 1 ½ times the employee's regular rate only after the employee works the scheduled amount of hours in a work period. Overtime will be paid at straight time up to the normally scheduled hours when a work period includes non-working (sick/vacation/comp/holiday) hours. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year.

WORKDAY/WORKWEEK

The Mayor shall establish the hours of work per week for each position in the service of the town. All designated workdays and workweeks shall be in accordance with the FLSA.

Some departments allow irregular workweeks. The Department Head has the authority to schedule arrival and departure times and specific workdays for employees depending upon departmental need and approval of the Mayor. The use of flex and compressed work weeks is also subject to the approval of the Mayor.

An employee on an irregular work schedule must revert to a normal work week schedule when using a prolonged period of annual, sick and compensatory leave, when placed on extended leave without pay status, when paid through the sick leave bank, and when a holiday falls within a work week.

A work period may contain physical hours worked and/or non-working (sick/vacation/comp/holiday) hours but should not equal more hours than normally scheduled in the work period. Overtime accrues at a rate of 1 ½ times the employee's regular rate only after the employee works the scheduled amount of hours in a work period. Overtime will be paid at straight time up to the normally scheduled hours when a work period includes non-working (sick/vacation/comp/holiday) hours.

VACATION LEAVE

Annual/vacation leave will be granted to regular full-time and part time employees. An employee will earn annual vacation leave during his/her probationary period after completing 30 days. Annual vacation time will not accrue if an employee is not working for 30 consecutive days. Annual vacation leave will be given in January of every year. For new hires, vacation leave will be prorated from the first day of eligibility to the end of the calendar year. This shall also be applied for employees who have an increase in their leave based upon years of service and this shall be prorated as well. For all employees a maximum of 100 hours may be carried forward into the next year. Vacation time will not be pre-paid or cashed out in lieu of time off. Any remaining hours over 100 at the end of the year (December) will be transferred to sick time.

Annual Vacation time will be added to employee's first paycheck in January (new hires will be prorated thru end of calendar year) according to the following schedule:

Years of Service	<u>Full Time Employees</u>	<u>Regular Part time</u>
Employees		
0-5 years	2 weeks (3.08 hours per paycheck)	1 week (1.54 hours
per paycheck)		
6-15 years	3 weeks (4.62 hours per paycheck)	1-1/2 weeks (2.31
hours per paycheck)		
16+ years	4 weeks (6.15 hours per paycheck)	2 weeks (3.08 hours
per paycheck)		

Definitions of regular full time and regular part-time employees can be found in Section III, Subsection H of this manual.

Vacations of one week or more consecutive days will be scheduled at least one (1) month in advance for the mutual convenience of the employee and the city government so proper adjustments can be made in the work schedules. No employee may begin his/her annual leave until his/her request has been approved by the Mayor and/or Department Head.

All annual vacation leave must be used prior to the employee receiving long term disability benefits.

An employee who is separated from city employment shall be paid for his/her unused vacation leave The termination date shall coincide with last day of pay. In no event will an employee who has not completed at least 90 days of satisfactory service receive terminal annual vacation pay.

Legal holidays falling within a vacation period are not to be counted as vacation days. There shall be no pay in lieu of vacation. When an employee is on "leave without pay" for 15 days during any calendar month, no vacation leave will accumulate. Employees may not borrow against future annual vacation or transfer earned leave to another employee. If the employee has accrued compensatory time, the employee may be required to use compensatory time before using vacation leave or other types of leave.

Vacation leave can be taken in minimum increments of one hour. Vacation can only be used if vacation hours are available.

Vacation does not accrue while on short term or long term disability, leave without pay status, or FMLA, with the exception of Employees on Workers Compensation, who will continue to accrue vacation during the period of absence.

After twenty (20) working days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee army and national guard, may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. (T.C.A. 8-33-109)

EMPLOYEE CLASSIFICATIONS:

- 1. **Exempt Employees** An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criteria for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor. Salaried employees who work additional time above the required eighty (80) hours in a pay period may only flex their time within the pay period or within two (2) weeks of the pay period which the additional time was worked after approval by their immediate supervisor or the mayor.
- 2. Non-exempt Employee An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least 'time and one-half'. There must be an agreement of payment before the overtime is worked. An employee may not accrue more than 150 hours of compensatory time. Upon termination, an employee must be paid for compensatory time accrued.

3. **On-Duty** – An employee is considered 'on-duty' at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

Emergency Pay – The city shall provide its employees who are considered "exempt" under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion that the need for disaster or emergency response has ended.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

Reasons for changes:

- Changes in FLSA wage and hour new minimum salary for exempt employees.
- Due to some issues we had with the 12/13/19 payroll, I would like to suggest the following changes be made to the employee manual concerning hours paid.
 - *Reason:* Some employees were paid for Holiday, Sick Time/Vacation Time/Comp Time, Regular Hours and Straight Overtime, which results in paying an active employee out for vacation, sick or comp time at the end of the calendar year.
 - *Example:* Employee is scheduled to work 40 hours per work week. Week 1 contained 2 holidays which equal 16 hours, employee worked 10 hours, employee marked 24 hours comp time to be paid. This resulted in 50 hours total for week 1. Pay was entered as 16 hours holiday pay, 24 hours comp pay, 10 hours straight overtime pay. He should not have been eligible for any type of overtime pay until he physically worked 24 hours. Regularly scheduled week is 40 hours minus 16 hours of holiday pay equal 24 hours required for the week. Comp pay should have been changed to 16.

ORDINANCE #

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR.

- WHEREAS, the Mayor and Council appropriate \$3,500 for the Court Department's traffic school materials line item; and
- **WHEREAS,** the Mayor and Council appropriate \$16,000 for the General Government and Administration consultant services line item for the salary study project; and
- WHEREAS, the Mayor and Council appropriate XXXXX for the engineering fees for the traffic signal design.

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

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

General Fund Court Department Recorder Office and General Government *Beginning Budget* \$273,050.00 \$745,750.00 **Ending Budget**

1st reading <u>February 11, 2020</u> Public Hearing <u>March 11, 2020</u> 2nd reading March 11, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC