



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
December 10, 2019 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Alwilda Binkley, Lisa Walker, Roger Jackson, Chris Kerrigan

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

[11-12-19 Meeting Minutes](#)

PRESENTATION OF CHRISTMAS PARADE AWARDS

2. Mayor's Choice- Midway Supply
3. 1st Place- Bethlehem Free Will Baptist Church
4. 2nd Place- Pleasant View Milling and Gold Star Realty
5. 3rd Place- At Home Realty

PUBLIC FORUM

REPORTS

OLD BUSINESS:

- [6.](#) Resolution: Adopt Community Mobility Plan
- [7.](#) Resolution: Updating Personnel Manual
- [8.](#) Electrical Permit Discussion
9. Ordinance: Amend Ordinance 359: Event Permits

NEW BUSINESS:

- [10.](#) U.S. Marine Corps Memorandum of Understanding
11. Part-time Firefighter Funding Agreement
12. ServLine Insurance Policy
- [13.](#) Bicentennial Trail Extension Engineering Agreements
- [14.](#) Amusement Attractions Contract for Summerfest
- [15.](#) Resolution: Adopting ADA Transition Plan

EXPENDITURE REQUESTS:

16. Permission to Bid replacing Fire Station II. roof

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
November 12, 2019 6:00 PM
Minutes

ROLL CALL

Mayor Allen called the meeting to order at 6:06 p.m.

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilwoman Alwilda Binkley
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilwoman Lisa Walker

PLEDGE AND PRAYER

Councilman Adkins led everyone in the pledge of allegiance and prayer.

APPROVAL OF AGENDA

A motion was made by Councilwoman Binkley, seconded by Vice Mayor Anderson, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. 10-8-19 Minutes
2. Special Called Meeting Minutes 10-15-19

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve both the 10-8-19 and the 10-15-19 council meeting minutes. All approved by voice vote.

PRESENTATION OF PROCLAMATION

3. Proclamation for Girls Softball Team

Ms. Kellie Reed stated that she spoke to the coach of the team and they have requested this be deferred to a later date so the girls on the team will be able to attend. A motion was made by Councilwoman Binkley, seconded by Vice Mayor Anderson, to defer this to a later date. All approved by voice vote.

PUBLIC FORUM

Dorothy Grohler- Water Adjustment. Ms. Grohler stepped forward and stated he had a leak in the water heater and toilet and she would like to request an adjustment. Mayor stated Ms. Grohler has four water bills in the amount \$85.68, \$154.16, \$157.16, and \$121.07, but her bills normally average \$49.19. A motion was made by Councilwoman Binkley, seconded by Vice Mayor Anderson, to adjust the bills down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.

Bill Branham, Edward Caldwell, John Dodson, Clayton Keltner, Charles King, Joyce Rayburn, Austin Stratton, Glenda Taylor- Water Adjustments. Ms. Reed stated these customers requested she represent them for their water leaks. Mr. Branham's bills were in the amount of \$220.73 and \$218.04, but normally average \$91.55. Mr. Caldwell's leak was due to an underground pipe leak and were in the amount \$518.72 and \$168.54, but normally averages \$56.02. Mr. Dodson's leak was due to an outside pipe leak and were in the amount of \$96.50 and \$73.27, but normally averages \$36.93. Mr. Keltner's leak was due to a toilet leak and totaled \$73.27, but normally averages \$23.21. Mr. King's leak was due to a leak in the men's restroom and caused two high bills in the amount of \$355.21 and \$219.86, but normally averages \$54.64. Ms. Rayburn's leak was due to a toilet leak causing a bill in the amount of \$125.58, but normally averages \$44.33. Mr. Stratton had a leak in the toilet and shower

and caused bills in the amount of \$504.09, \$344.68, and \$156.68, but normally averages \$93.42. Ms. Taylor's bill was a toilet leak causing a high bill in the amount of \$179.25 and \$101.04, but normally averages \$76.79. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to adjust the bills down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.

REPORTS

4. City Attorney Report
Ms. Jennifer Noe stated everything she has is on the agenda.

OLD BUSINESS:

5. A.O. Smith Berm Contracts
Ms. Jennifer Noe stated the council has spoken about the A.O. Smith project a lot and this is the final documents for the borrow site and construction of the lake and easements. Further, this project will get rid of the bridge at the Waste Water Treatment Plant and will allow access through the A.O. Smith plant. Further, this will move the belt press building and will relocate either on the property or at the newly proposed building site. TDOT will be turning over this portion of Tennessee Waltz Parkway to the city and then the city will maintain the road from that point on. In addition, A.O. Smith will be posting a road bond for the city's future maintenance. A.O. Smith will be paying for a traffic light at Tennessee Waltz Parkway as well. Ms. Noe further stated there are several moving parts to this and there is a separate agreement with the state and A.O. Smith will be providing jobs as a provision of the agreement. Ms. Noe stated she recommends the city approve the agreements and easements contingent upon Jason Reynolds's final approval of the drawings. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the levy and easement agreements pending approval of the final drawings. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
6. TDOT Agreement: Tennessee Waltz Parkway
Ms. Noe stated TDOT will release the portion of the bypass to the city and it will make it our responsibility for maintenance. A.O. Smith will be posting a bond and will reimburse for the cost. A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
7. Ordinance: 19-20 Budget Amendment #1
AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve budget amendment #1. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker. **2nd Reading.**

NEW BUSINESS:

8. Amendment to the ECD Accountability Agreement for the A.O. Smith Berm Project
A motion was made by Councilman Jackson, seconded by Councilwoman Binkley, to approve the ECD Accountability Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
9. Mowing Agreement 2020
Mr. Scott Sampson stated this is to extend the mowing agreement for one year. A motion was made by Councilman Kerrigan, seconded by Councilwoman Binkley, to approve the extension of the mowing contract for one year. Voting Yea: Mayor Allen, Vice Mayor Anderson,

Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.

10. Summerfest Fireworks Agreement 2020
A motion made by Councilman Jackson, seconded by Councilman Kerrigan, to move forward with a twenty-minute show using eight inch shells. All approved by voice vote.
11. Bi-Centennial Trail Agreement Amendment: Section 8: Liability Insurance
Ms. Reed stated RJ Corman requested this increase in the liability insurance to three million dollars in coverage from the current requirement of three hundred thousand dollars. She further stated we already have this amount of coverage and there would be no additional costs for this coverage. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the agreement. Vote on motion: Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
12. Tennessee Highway Patrol Memorandum of Understanding
Ms. Noe stated this agreement will allow Tennessee Highway Patrol to utilize an office at Fire Station II. and will allow them to store evidence at the office overnight. Further, there is a separate entrance to this office and it will be for a period of twelve months at no cost for the use of the facility. A motion was made by Councilman Jackson, seconded by Councilwoman Walker, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
13. US Geological Survey Agreement
A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
14. Salary Study Proposal/ Agreement
A motion made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the salary study agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
15. Resolution: Updating Personnel Manual
Ms. Reed requested this be deferred until the next scheduled council meeting for further discussion. A motion made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer this until the next council meeting. All approved by voice vote.
16. Resolution: Community Development Block Grant
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. A motion made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the Resolution for the CBDG Grant. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
17. Resolution: Traffic Signal Modernization Grant
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S TRAFFIC SIGNAL MODERNIZATION GRANT PROGRAM. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the TSMG Grant Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.
18. Resolution: Adopt Community Mobility Plan
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO ADOPT THE COMMUNITY MOBILITY PLAN. A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson, to defer this item until the budget meeting for further discussion. All approved by voice vote.
19. Ordinance: Amend Ordinance 359: Event Permits
AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO AMEND TITLE 9 CHAPTER 7 OF THE MUNICIPAL CODE. A motion was made by Councilman Kerrigan, seconded by

Councilman Adkins, to approve the Ordinance to Amend Title 9 Chapter 7 of the Municipal Code. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilwoman Binkley, Councilman Jackson, Councilman Kerrigan, and Councilwoman Walker.

EXPENDITURE REQUESTS:

20. Permission to Bid: Bank Accounts

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to accept request for proposals for the town bank accounts. All approved by voice vote.

OTHER

Mayor reported Governor Lee visiting town for a tour of the Caymas Boat Plant.

Councilwoman Binkley questioned the signs in the city limits for the girl's team. Councilman Adkins responded the State Legislators have to approve the signs and it will go before the General Assembly.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to adjourn the meeting. All approved and the meeting was adjourned at 6:57 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

RESOLUTION 2019-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
ADOPT THE COMMUNITY MOBILITY PLAN**

WHEREAS, the Town was awarded TDOT’s Long Range Planning Division Complete Streets Plan Grant in 2018; and

WHEREAS, the Town selected engineering firm Kimley Horn to study the existing traffic and mobility conditions; and,

WHEREAS, Kimley Horn further developed a plan for connectivity of the town’s parks, streets, sidewalks, and overall mobility; and,

WHEREAS, Kimley Horn has developed and provided the Town with the attached Community Mobility Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the Town of Ashland City hereby adopts the attached Community Mobility Plan.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of November, 2019 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

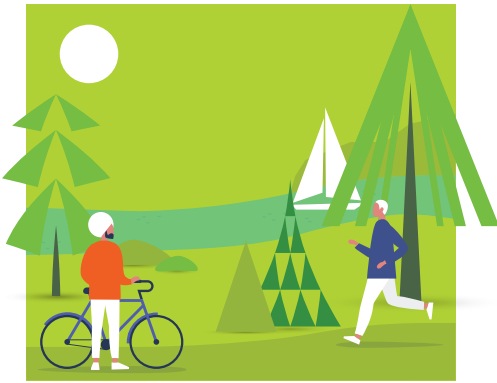
City Recorder Kellie Reed, CMC, CMFO



FINAL DRAFT • November 2019

ASHLAND CITY

Community Mobility Plan



ASHLAND CITY

Community Mobility Plan

ACKNOWLEDGMENTS

This planning effort would not be possible without the hard work and dedication of Ashland City and the Tennessee Department of Transportation staff. Thank you.

The Town of Ashland City

Steve Allen, Mayor
 Clint Biggers, Public Works Director
 Scott Sampson, Parks and Recreation Director
 Chuck Walker, Building and Codes
 Brian Stinson, Public Works

Tennessee Department of Transportation

Jonathan Russell, Transportation Planning Supervisor, Region 3
 Ian Preston, Community Transportation Planner, Region 3
 Melanie Murphy, Senior Community Transportation Planner, Region 3

Rural Planning Organization

Karyssa Helton, Mid-Cumberland Human Resource Agency

Planning Team

Terrance Hill, PE, Kimley-Horn
 Nate Sweitzer, PLA, Kimley-Horn
 Nicole McVey, Kimley-Horn
 Catherine Hackett, Kimley-Horn

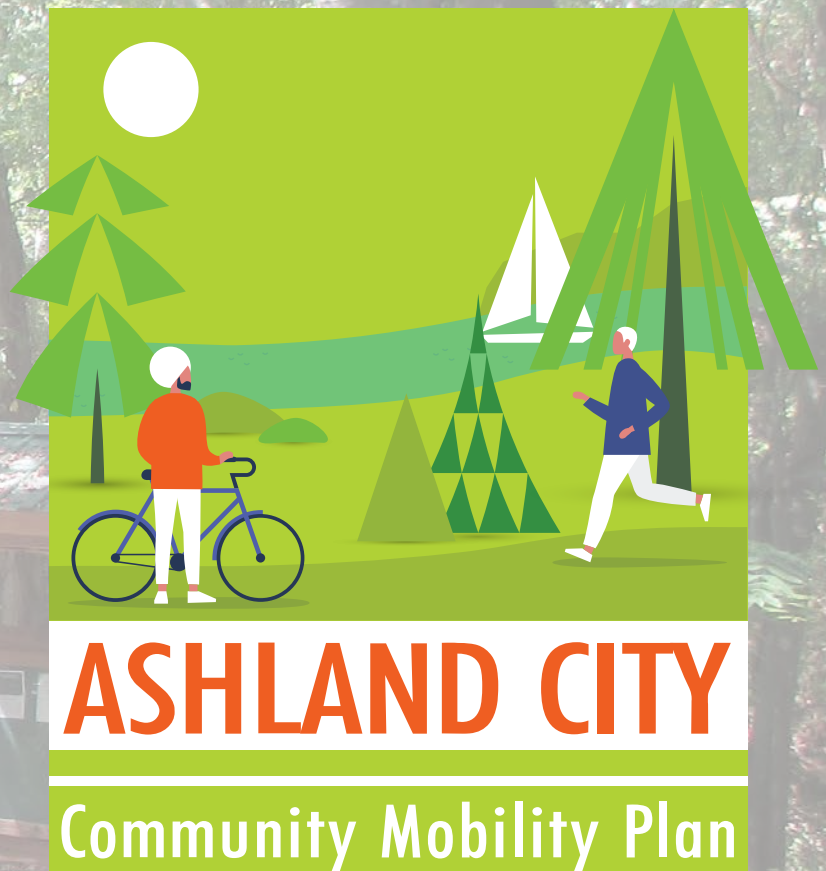
Prepared by Kimley-Horn
 214 Oceanside Drive, Nashville, TN 37204
 615-564-2701 | www.kimley-horn.com

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INTRODUCTION ①



ASHLAND CITY

Community Mobility Plan

BACKGROUND

Tucked between the Cumberland River and rolling hills of Middle Tennessee, the Town of Ashland City is located approximately 17 miles northwest of Downtown Nashville. The town was incorporated in 1859, a few years after the creation of Cheatham County. Serving as the county seat since its incorporation, the town prides itself on its sense of community and small-town feel. One of the many amenities that the Town offers are the many parks located within the town limits. These parks do not only serve the residents of Ashland City, but also attract individuals from surrounding areas. With the town positioned for rapid growth in the future given its close proximity to Nashville, residents and town officials would like to ensure that the town take the next steps necessary in creating a plan for the future in terms of being walkable, bikeable, encouraging economic growth, and promoting beautification.

Community Transportation Planning Grant

The preparation of this plan has been financed in part by the Tennessee Department of Transportation's (TDOT) Community Transportation Planning Grant, which is made available by State Planning and Research funds through the Federal Highway Administration (FHWA), a division of the U.S. Department of Transportation (USDOT). The contents of this report do not necessarily reflect the official views or policies of the USDOT, FHWA, and/or TDOT. It is the policy under Title VI of the Civil Rights Act of 1964 that TDOT prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

In 2018, the town applied to develop a community mobility plan through the CTPG program, which is administered by the Long Range Planning Division of TDOT, to identify deficiencies and opportunities in the current transportation network and recommend improvements that could be implemented in the future. A mobility plan focuses on all modes of transportation including motor vehicles, rail, freight, bicycles, pedestrians and public transportation; however, the Town wanted to emphasize bicycle and pedestrian improvements. This plan focuses on improving or constructing sidewalks, bike lanes, and shared-use paths (greenways) to connect residences to parks, businesses, schools, and other attractions along with operational improvements that will allow traffic to flow more smoothly and improve safety. These improvements are in line with the CTPG program goals which include the following:

- Assist rural municipalities with planning efforts that define transportation cohesiveness between multimodal transportation systems and local land use objectives that achieve the statewide transportation goals.
- Aid in rural municipalities with the creation of planning documents that support improvements in traffic flow, safety, and overall efficiency of the transportation system.
- Provide rural city governments with planning resources to achieve community visions as related to transportation and land use needs that promote future economic growth.



PROJECT PROCESS

The process to develop a Community Mobility Plan follows certain guidelines in order to realize a successful final comprehensive plan. Without all the proper steps in place, progress and future facility development would be difficult and possibly disjointed. The proper process for the successful development and construction of recommended facilities through the CTPG are as follows:

Step 1: Project Development

Leadership Commitment: Community leaders must demonstrate a clear commitment to support the project.

- Ashland City’s mayor, police, and various other town departments have been involved in the creation of this mobility plan from it’s inception, and all agree they want smart, sustainable growth that supports all modes of transportation.

Visioning & Consensus: Establishing a shared vision and consensus allows the community to set project goals and objectives. Understanding needs and developing support from the community is vital to start the planning, design, and implementation process.

- **An important component to this project is the involvement of the community. Their input was key in determining needs and prioritization.**

Planning & Design: Communities should leverage local resources and knowledge to assist in guiding project activities to best meet the needs of their community. Tailoring best practices to meet local conditions and desires will assist in developing an implementable, successful planning study.

- **Once needs have been identified, the appropriate solution for each location was evaluated. Projects were prioritized based on need, connectivity, and complexity.**

PROJECT DEVELOPMENT

STEPS:

1. Leadership Commitment
2. Visioning & Consensus
3. Planning and Design

Step 2: Project Implementation

Funding for Implementation: Communities should seek diverse funding sources to implement their project plans such as partnering with private industry as well as seeking funding from other state and federal sources.

TDOT offers the following competitive programs to assist with implementation:

Federal-Aid

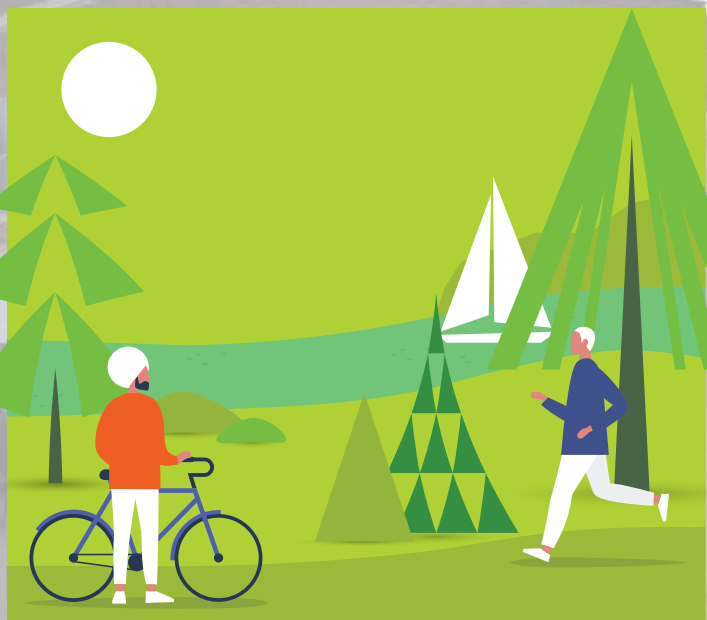
- Multimodal Access Grant (MMAG): Provides funding to support the transportation needs of transit users, pedestrians and bicyclists through infrastructure projects that address existing gaps along state routes
- Surface Transportation Block Grant (STBG): Targets improvements and new infrastructure to sidewalks, shared-use paths, safe routes to school, complete streets, and bridge enhancements
- Transportation Alternatives Program (TAP): Functions as the main funding source for general pedestrian and bicycling infrastructure projects

(See Funding Alternatives on page 38 for additional municipal grant opportunities)

Source: Community Transportation Planning Grant Fact Sheet; Planning Division. 2019



EXISTING CONDITIONS ②



ASHLAND CITY

Community Mobility Plan

AREA OF STUDY

The study area mostly lies within the downtown limits of Ashland City and consists of the following primary corridors: SR 12 (Main Street) from SR 455 (Tennessee Waltz Parkway) to SR 455 (McQuarry Street), SR 455 (Tennessee Waltz Parkway / McQuarry Street) from SR 12 (N. Main Street) to SR 12 (South Main Street), and SR 49 (Cumberland Street / Frey Street) from SR 455 (Tennessee Waltz Parkway) to Oak Street. The limits encompass approximately one square mile. Locations adjacent to these corridors were also included. Those locations include Ashland City Elementary, Riverbluff Park, and J.W. Johns Jr. Park. Additionally, a connection to the Cumberland River Bicentennial Trail was also examined as it is a popular destination for bicyclists located less than a mile north of downtown Ashland City.



1 City Park



2 Main Street



3 Cumberland River
Bicentennial Trail












4 Riverbluff Park

Area of Study



Legend

-  School
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

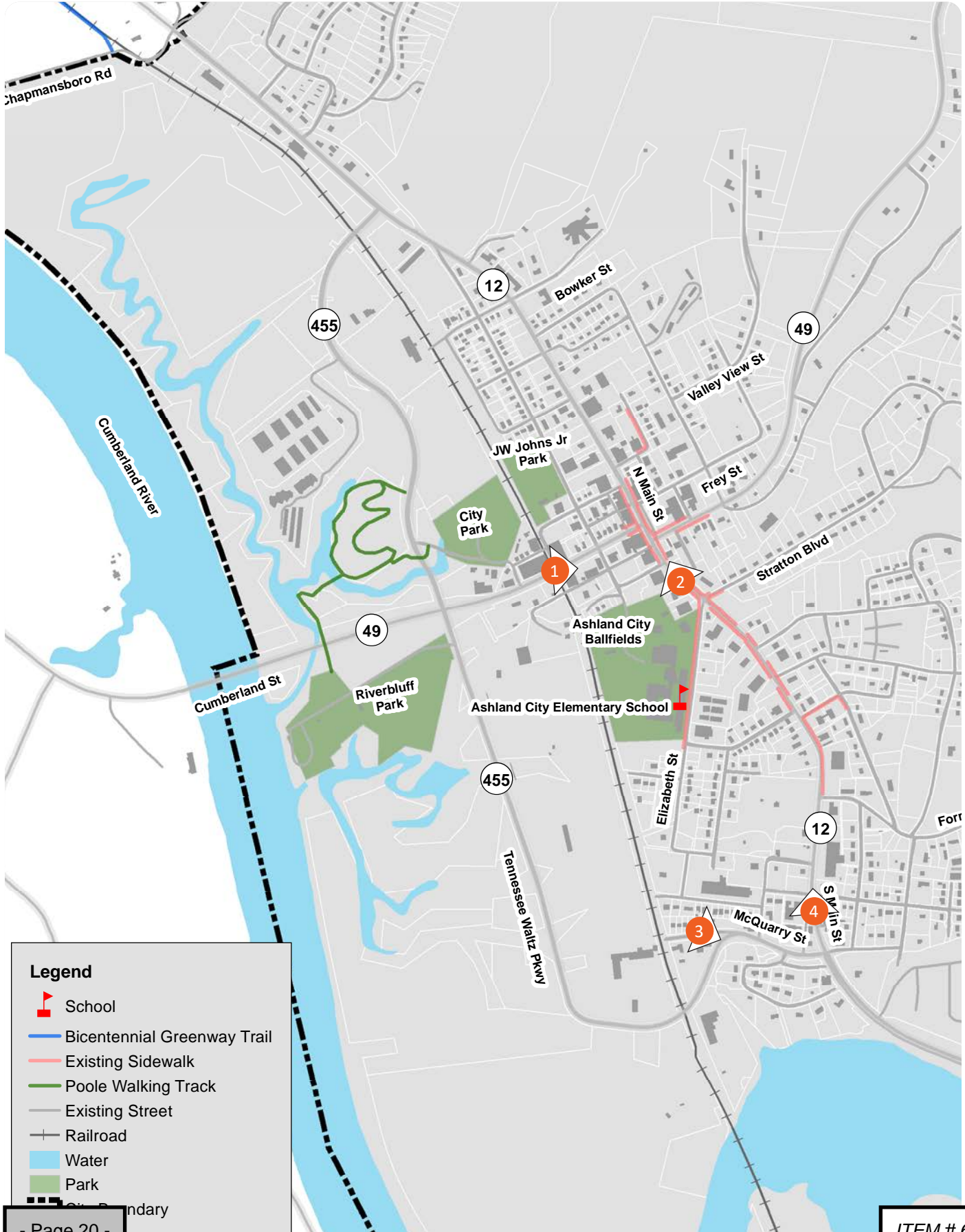
EXISTING CONDITIONS

There are a number of opportunities for improvements including the need for sidewalks on many streets, improving sidewalks that are not ADA compliant, traffic calming measures, traffic flow improvements, and safety improvements. The following photos outline some deficiencies that should be corrected once funding is available.

1. Access Management: Cumberland Street has a number of locations in which there is open frontage and no defined parking or driveways. (See #1 below)
2. Route Discontinuity: Drivers that want to continue on SR 49 must briefly turn onto SR 12 in the middle of downtown. The offset signalized intersection at SR 12 creates traffic congestion.
3. Pedestrian Infrastructure: There are a number of locations in which sidewalks should be constructed to provide an alternative from walking in the street or shoulder.
4. ADA Compliance: It is important to make sure curb ramps and sidewalk cross slopes meet the requirements outlines in TDOT's standard drawings. (See #2 below)
5. Sight Distance: Obstacles such as vegetation, roadway geometry, signs and buildings inhibit the ability of drivers to see oncoming cars at certain intersections. The curve and tree growth at SR 12 and McQuarry Street limit the sight distance of the westbound approach of McQuarry Street. (See #3 below)
6. Geometric Configuration: The intersection of SR 12, Harris Street, and Elm Street is a five-legged intersection in which Harris Street intersects at a skewed angle. (See #4 below)
7. Bicycle Connectivity: Paved shoulders along SR 12 and SR 455 would allow for the striping and signing of bicycle lanes.



Existing Conditions



TRIP GENERATORS

Within the study area, there are a number of attractors that draw residents, visitors, and employees to the Town of Ashland City. Continued growth within the downtown core and surrounding areas of Ashland City will contribute to the need to make infrastructure improvements for all modes of transportation. The following is a list of key trip generators within the study area:



Ashland City Elementary and Baseball Fields – Ashland City Elementary houses pre-school through fourth grade with a student population of nearly 550. Directly adjacent to the school is a park that has baseball fields for recreational leagues, a football field, picnic areas, and two playgrounds.



Riverbluff Park – This park's amenities include playgrounds, picnic tables, a boat ramp and dock, soccer fields, and an observation deck



The Braxton/Harpeth Shoals Marina – A residential community of twin high-rise buildings that include condominiums along with access to the Cumberland River through private docks.



J.W. Johns Jr. Park – Located adjacent to City Park, this park includes a playground, basketball courts, batting cages, and baseball fields.



Ashland City Medical Center – The Town's and County's primary hospital provides emergency and non-emergency services to the surrounding areas.



Cheatham County Courthouse – On the National Register of Historic Places, the courthouse contains the county courts, the sheriff's office, and the county mayor's office.



A.O. Smith Corporation – Manufacturing water heaters, A.O. Smith is the Town's largest employer and generates a number of heavy truck trips.



City Park – Located adjacent to J.W. Johns Jr. Park, this park includes a walking trail that crosses SR 455 via a tunnel, tennis courts and restrooms. A connection from this park to Riverbluff Park has also been constructed under the SR 49 bridge over the Cumberland River.



Dillion Transportation – A trucking company that transports goods and services across the country.

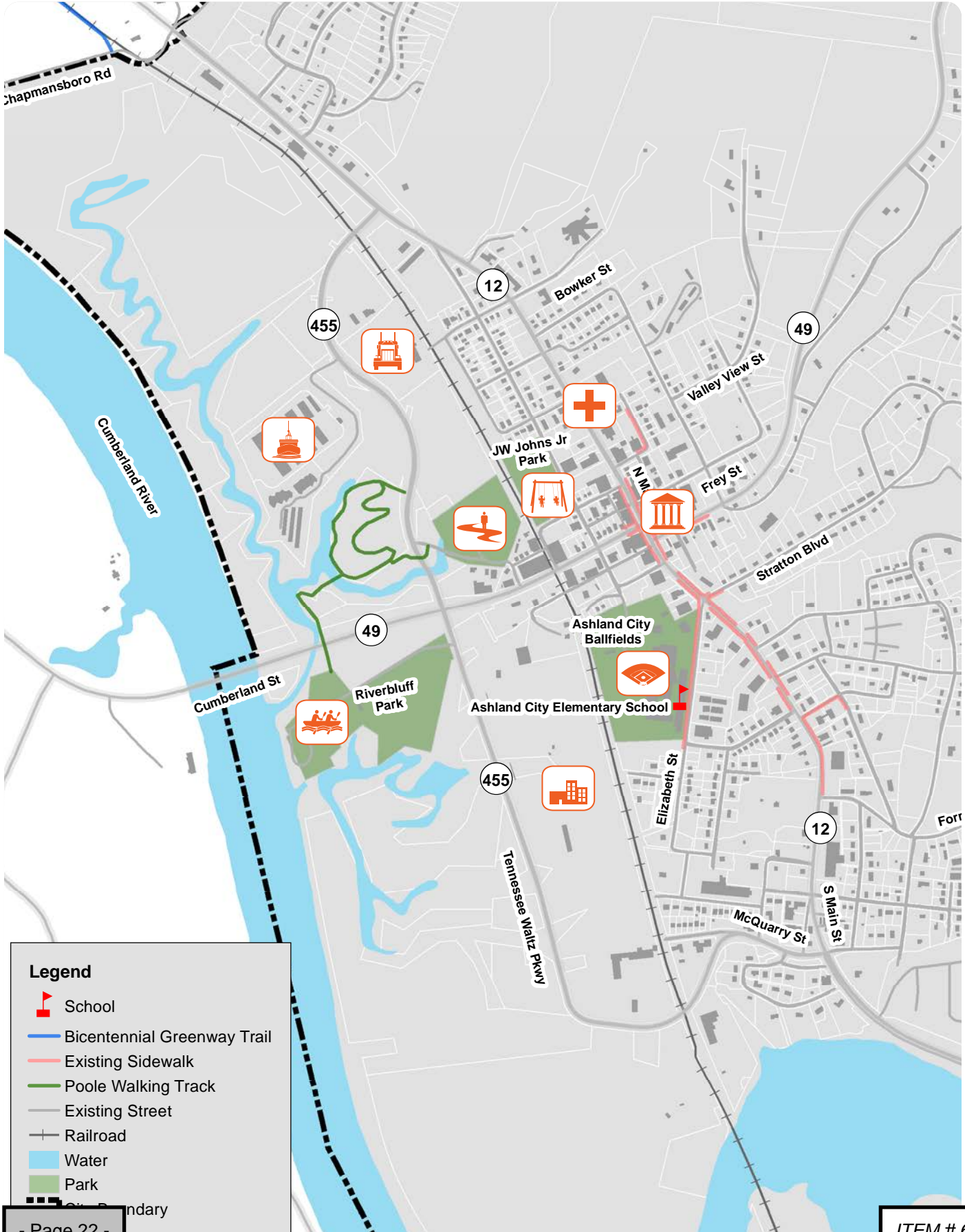
Additional Generators

Just outside of the project area, there are several attractors that draw individuals to the study area or cause individuals to pass through the study area to reach their destination. Those trip generators include a Walmart on SR 12 nearly two miles south of downtown, the Cheatham County Public Library located approximately one mile northeast of downtown along SR 49, the Cumberland River Bicentennial Trail (a popular trail just north of town which includes four miles that are paved and over two miles of gravel trail), The Cheatham County Fairgrounds just southeast of downtown, and the Riverview Restaurant and Marina just across the Cumberland River west of downtown. Additionally, several new developments are planned just south of downtown including a 280-unit apartment complex, a hotel, and expansion of a boat manufacturing facility and a concrete plant.










Future Growth

It is envisioned by Town leaders that Ashland City's growth could be shaped and molded from other forms of transportation. The Town has the potential to flourish via passenger water transport along the Cumberland River. Tourists from Nashville could take a boat ride to the Town to shop, dine, or recreation, and residents could theoretically travel to Nashville for work or play. Another form of transportation that would benefit the Town of Ashland City is the Nashville to Clarksville Commuter Rail (also known as the Northwest Corridor) along the Nashville & Western rail corridor. A feasibility study was completed in 2008 that examined the viability of connecting Clarksville to Nashville utilizing one of three existing rail lines. Not much progress has been made on the implementation of the Northwest Corridor; however, if the route through Ashland City is chosen, the Cumberland River Bicentennial Trail would be affected as it was constructed along this rail line. To promote growth, the Town also passed a Downtown Overlay District in February 2017 to allow denser development that promotes growth with the establishment of mixed-use buildings. This proactive step coupled with the unique possibilities of the transportation options afford the Town many opportunities to thrive as it grows.

Trip Generators



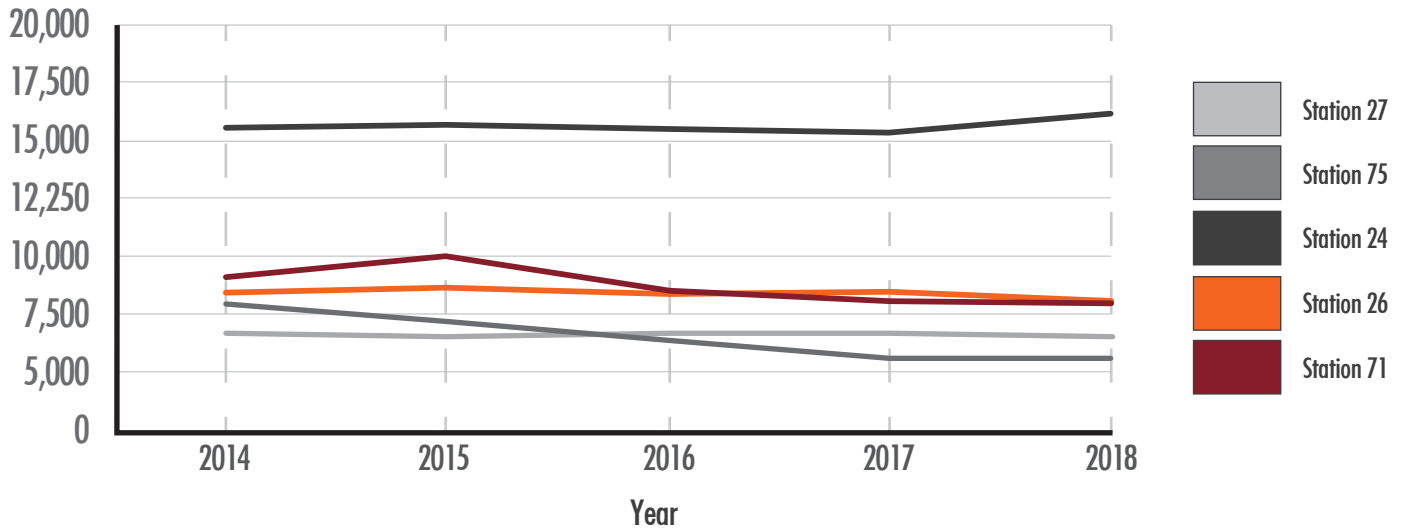
Legend

-  School
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

TRAFFIC ANALYSIS

Ashland City has experienced economic and residential growth in recent years, and the overall traffic counts along the major corridors over the last ten years support that trend. The graph below depicts the trends at the TDOT count stations. The ten-year growth rate of traffic is 0.7 percent, and the three-year growth rate is three percent.

Average Daily Traffic



A signal warrant analysis was conducted at the intersection of SR 12 and SR 455 (McQuarry Street). The analysis of the study intersection was performed using the methodology provided in Chapter 4C of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition published by the Federal Highway Administration (FHWA). The MUTCD provides the following standard, among others, regarding justification for traffic control signals:

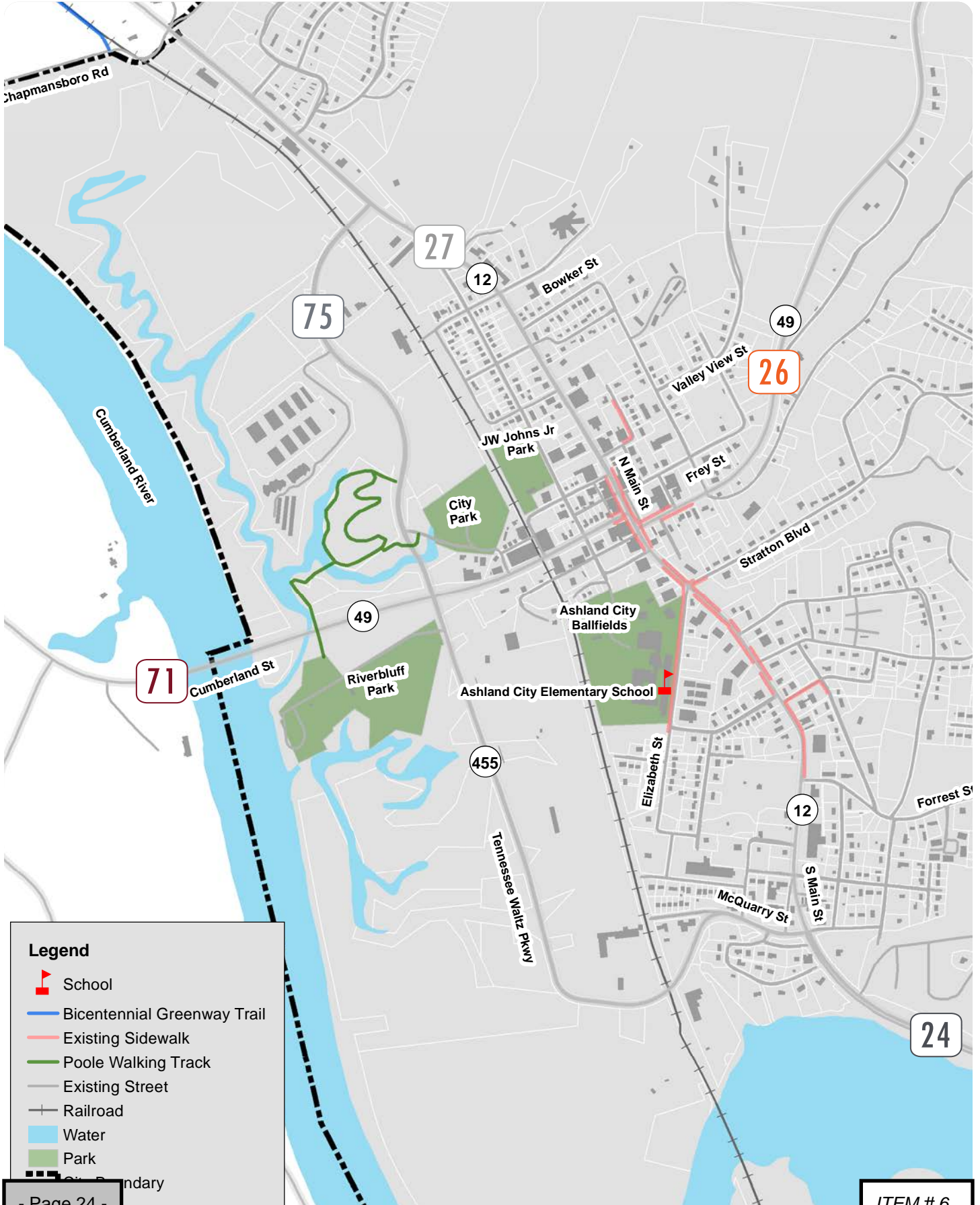
- “The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.”
(Source: MUTCD 2009, Section 4C.01, Paragraph 03)

There are eight total signal warrants within the MUTCD. The following three were analyzed to determine if a traffic signal was warranted at the above-referenced intersection:










- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour

Although the intersection did not meet signal warrants at the time of the study, the installation of a signal should still be considered due to poor sight distance issues on the McQuarry Street approach as well as proposed increase in truck traffic along SR 455 from A.O. Smith.

Trip Analysis



Legend

-  School
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

TRAFFIC ANALYSIS SR49 AT SR12

The intersection of SR 12 and SR 49 in the heart of Ashland City has caused traffic issues for quite some time. Congestion and crashes have occurred at this intersection due to its geometric configuration as an offset intersection. Drivers that would like to continue straight on SR 49 from either the westbound or eastbound direction must make a right turn onto SR 12 for approximately 125 feet and then turn left onto SR 49. This can create confusion for drivers and contributes to traffic delays as each signalized approach of SR 49 at SR 12 must be served independently instead of concurrently. The Town approached TDOT in an effort to align SR 49 in the center of town. The proposed realignment would allow SR 49 (Cumberland Street) on the west side of SR 12 to be directly across from the existing location of SR 49 (Frey Street), which would have involved removing some of the oldest buildings within downtown Ashland City. To avoid this, an alternate alignment for SR 49 was recommended. This alternative realigns SR 49 beginning approximately at the intersection with SR 455 and curves southeastward eventually following the existing alignment of Chestnut Street to SR 12. The new SR 49 would then continue northeastward past SR 12 (south of its current alignment) and eventually rejoin its existing alignment just east of Oak Street. This option would reduce the number of impacts on existing structures compared to the other alternative. A conceptual drawing of the proposed change is on the following page.

Analysis was conducted using Synchro 9, a traffic microsimulation software, to model existing conditions and future conditions. Control delay and level of service were obtained for the following ten (10) conditions:

- AM & PM Existing
- 2025 AM & PM No-Build
- 2025 AM & PM Build
- 2045 AM & PM No-Build
- 2045 AM & PM Build

Control Delay:

- “Control delay – the delay brought about by the presence of a traffic control device – is the principal service measure in the HCM for evaluating LOS at signalized and unsignalized intersections. Control delay includes delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed” (Source: Highway Capacity Manual 2010, Chapter 4).

LOS:

- “LOS is a quantitative stratification of a performance measure or measures that represent quality of service. The measures used to determine LOS for transportation system elements are called service measures. The HCM defines six levels of service, ranging from A to F, for each service measure, or for the output from a mathematical model based on multiple performance measures. LOS A represents the best operating conditions from the traveler’s perspective and LOS F the worst. For cost, environmental impact, and other reasons, roadways are not typically designed to provide LOS A conditions during peak periods, but rather some lower LOS that reflects a balance between the individual travelers’ desires and society’s desires and financial resources. Nevertheless, during low-volume periods of the day, a system element may operate at LOS A” (Source: Highway Capacity Manual 2010, Chapter 5).

LEVEL OF SERVICE CRITERIA

The LOS criteria for signalized intersections are summarized in the table below.

Signalized Intersection Level of Service		
LOS	Control Delay (Seconds/Vehicle)	Comments
A	≤10	Volume-to-capacity ratio is low and either progression is exceptionally favorable or the cycle length is very short. If it is due to favorable progression, most vehicles arrive during the green indication and travel through the intersection without stopping.
B	>10-20	Volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.
C	>20-35	Progression is favorable or the cycle length is moderate. Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.
D	>35-55	Volume-to-capacity ratio is high and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.
E	>55-80	Volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.
F	>80	Volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.

Source: Highway Capacity Manual 2010, Chapter 18



Intersection of South Main Street & Chestnut Street

LEVEL OF SERVICE RESULTS

Signalized Intersection LOS:

- Control delay alone is used to characterize LOS for the entire intersection or an approach.
- Control delay and volume-to-capacity ratio are used to characterize LOS for a lane group.
- Delay quantifies the increase in travel time due to traffic signal control. It is also a surrogate measure of driver discomfort and fuel consumption.

The Existing and No-Build alternatives include the roadway conditions as they are today with no geometric improvements being made to the existing intersection. The Build alternative includes the realigned SR 49; intersecting with SR 12 approximately 220' south of the existing intersection. The traffic was increased at a rate of two percent per year to obtain the 2025 and 2045 volumes. Below are the results of the traffic analysis in terms of LOS and the corresponding delay in parentheses for all scenarios:

Intersection Capacity Analysis Results - AM Peak Hour						
Intersection	Approach	Existing 2019 Conditions	No-Build 2025 Conditions	Build 2025 Conditions	No-Build 2045 Conditions	Build 2045 Conditions
S Main Street at Cumberland Street	Eastbound:	C (24.5)	C (24.7)	-	C (24.4)	-
	Southbound:	C (28.8)	C (32.2)	-	F (118.1)	-
	Overall:	B (18.6)	C (20.4)	-	E (58.9)	-
S Main Street at Frey Street (SR49)	Westbound:	C (31.9)	D (41.4)	-	F (147.8)	-
	Northbound:	B (16.6)	B (17.6)	-	C (20.4)	-
	Overall:	B (16.2)	C (20.4)	-	E (59.8)	-
S Main Street at Proposed (SR49)	Eastbound:	-	-	C (32.5)	-	C (34.3)
	Westbound:	-	-	C (26.9)	-	D (42.9)
	Northbound:	-	-	A (9.1)	-	B (13.0)
	Southbound:	-	-	B (17.8)	-	C (25.8)
	Overall:	-	-	C (20.7)	-	C (29.8)
Intersection Capacity Analysis Results - PM Peak Hour						
Intersection	Approach	Existing 2019 Conditions	No-Build 2025 Conditions	Build 2025 Conditions	No-Build 2045 Conditions	Build 2045 Conditions
S Main Street at Cumberland Street	Eastbound:	C (24.6)	C (24.8)	-	C (25.2)	-
	Southbound:	C (20.6)	C (23.5)	-	D (37.7)	-
	Overall:	B (10.9)	B (12.5)	-	B (17.0)	-
S Main Street at Frey Street	Westbound:	C (24.3)	C (25.6)	-	C (32.0)	-
	Northbound:	B (17.0)	C (20.6)	-	C (38.6)	-
	Overall:	B (14.4)	B (17.0)	-	C (29.2)	-
S Main Street at Downtown Connector	Eastbound:	-	-	C (34.6)	-	C (34.0)
	Westbound:	-	-	C (28.0)	-	C (31.6)
	Northbound:	-	-	B (12.9)	-	B (19.6)
	Southbound:	-	-	B (11.4)	-	B (18.3)
	Overall:	-	-	B (18.7)	-	C (23.8)

The analyses show that the LOS for the 2045 AM No Build conditions is an E or F for the southbound and westbound approaches as well as the overall intersections; however, for the 2045 AM Build condition, all approaches and the overall intersection LOS perform at a D or better. For the PM peak period, the 2045 No Build and Build conditions all operate at a LOS D or better. Additional analysis may need to be completed to determine the full impact of a realigned SR 49.



CRASH ANALYSIS

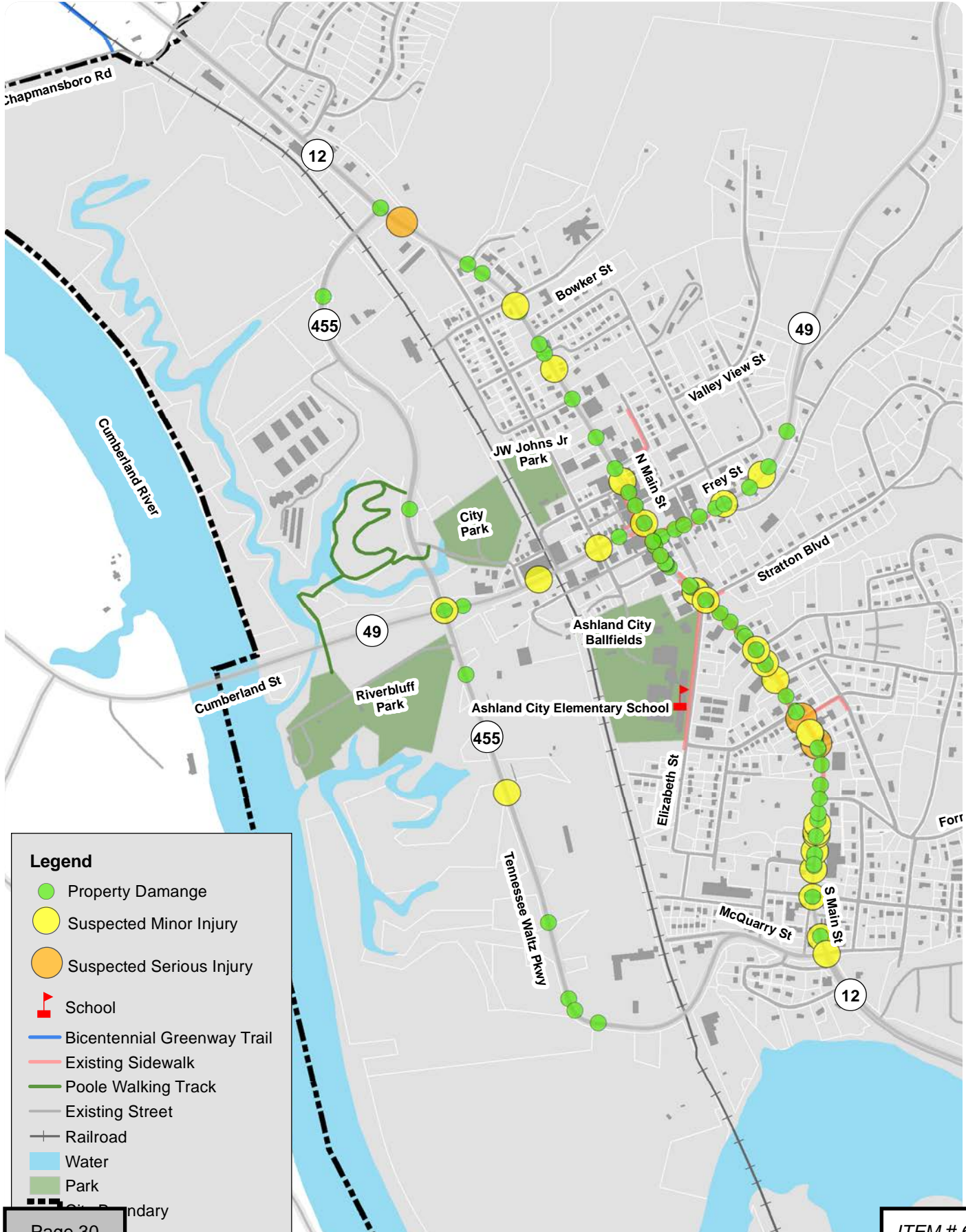
Study Area Crash Statistics		
Condition	1/1/2016 - 12/31/2018	
	Number of Crashes	Percentage of Total
Lighting Conditions		
Daylight	109	73%
Dark - Not Lighted	5	3%
Dark - Lighted	25	17%
Dusk/Dawn	7	5%
Not Indicated	3	2%
Crash Severity		
Property Damage	117	79%
Suspected Minor Injury	29	19%
Suspected Serious Injury	3	2%
Fatality	0	0%
Manner of Collision		
Rear-End	56	38%
Lane Departure	30	20%
Angle	29	19%
Sideswipe	15	10%
Head-On	3	2%
Overturn	0	0%
Animal	5	3%
Other/Unknown	11	7%
Weather Conditions		
Clear	99	66%
Rain	16	11%
Snow	2	1%
Sleet/Hail	2	1%
Cloudy	25	17%
Foggy	2	1%
Not Indicated	3	2%

Historical crash data for the study area was obtained from TDOT's Enhanced Tennessee Roadway Information Management System (E-TRIMS) for the most recent three years (January 1, 2016 to December 31, 2018). There were a total of 149 crashes along the three primary corridors in the Town of Ashland City; SR 49 (Cumberland Street and Frey Street), SR 12 (Main Street), and SR 455 (Tennessee Waltz Parkway). More than three-quarters (115) of the total number of crashes occurred along SR 12. Of those 115 crashes on SR 12, 91 were property damage only crashes. Along the three corridors, there were three suspected serious injury crashes; all of which were also on SR 12.

All the reported crashes were plotted on the map to the right. The table on this page provides a summary of crash types and condition associated with those crashes. The majority were rear-end crashes and property damage only. Although the crashes are scattered along all three major corridors, there are four segments in which clusters of crashes are evident. The cluster sections along SR 12 include Harris Street to Forrest Street, near Helen Street, and Turner Street to Boyd Street. These segments have clusters of property damage, suspected minor injury, and suspected serious injury crashes. Additionally, there is a cluster near the intersection of SR 12 and SR 49 (Frey Street). After reviewing the crash reports, it seems as though some safety measures can be implemented to help reduce crashes at these locations. Most of the reports involve crashes in which a vehicle was rear ended while stopped or slowing to make a turn into a driveway or side street in addition to vehicles exiting side streets or driveways and colliding with vehicles on the main roadway. Below are a few relatively low-cost safety measures that can be installed to help reduce the number of crashes.

- Access management techniques such as driveway closures or the installation of curbs should be implemented to reduce the open road frontage and number of driveways along SR 12 between Harris Street and Forrest Street, along Frey Street west of Oak Street, along SR 12 between Mulberry and Jefferson Street, and SR 49 (Cumberland Street) between Park Street and SR 12.
- Install retro-reflective material on objects within the clear zone of the roadway including on utility poles, lamp posts, and mailboxes.
- Install side road warning signs on the main roadway to warn drivers that vehicles may be entering the roadway or slowing to turn onto the side road.
- Delineate culverts along SR 49, SR 12, and SR 49 with object marker signs.
- Ensure faded roadway striping is refreshed including centerline, edge lines and stop bars.
- Replace existing regulatory and warning signs that are faded and lost their retro-reflectivity.

Crash Analysis





RECOMMENDATIONS ③



COMMUNITY OUTREACH

Community involvement and input is crucial to the success of any planning process. It guides the project team in understanding the desires of city officials and citizens. It allows citizens to have a voice in shaping the future of the community, giving the project team the ability to discover concerns that may not be readily apparent from field visits, crash reports, or traffic analysis. The outreach event broadened the project team's understanding of Ashland City and the surrounding area as well as the project limits. These findings led to the identification of the route recommendations identified later on in this chapter.

Project Kickoff & Steering Committee Meeting

To help establish the goals, objectives, and the overall direction of the Ashland City Community Mobility Plan, the project team met with Town staff and TDOT. This meeting helped establish the project time frame, determine what information was crucial to gather from the community, and what contextual information regarding the existing bicycle, pedestrian and roadway network was important to gather and analyze. After the meeting, the design team conducted a field visit with the Town and TDOT staff to review vehicular, pedestrian and bicycle conflicts, infrastructure conditions, and safety issues. This helped the design team begin the analysis process and preliminary route recommendations that ultimately were shown in the community meeting.

Community Meeting

The community meeting, held at the Ashland City municipal building, focused on gathering information from Ashland City residents based on existing conditions and proposed improvements. The project team showcased potential bicycle, pedestrian, and roadway improvements and asked for resident input on preferred design scenarios and priorities. A series of exercises were conducted with meeting attendees to help the design team better understand needs of residents and additional safety issues around schools, parks, and other routes around the Town.



Exercise #1 - What Makes a Great Place?

Featuring three boards of streetscape images collected from across the country, the "What Makes a Place Great?" exercise provided a setting where participants could place stickers on images that they felt were great places to visit, experience, live, work, and play. Without having to provide a written verbal explanation, they were able to respond to the visual cues and aesthetics in the photographs. The images below represent the four most popular choices during the exercise.

Based on the photos that were chosen, it is clear that Ashland City residents are passionate about implementing a variety of transportation options, reliable pedestrian networks, and a sense of place in the downtown core.



COMMUNITY OUTREACH

Exercise #2 - Priority Pyramid

This exercise allowed participants to prioritize a list of planning themes as shown on the following page. Each participant received a board displaying a pyramid and eight cards representing a destination within the Ashland City community. They were challenged to place the themed cards on the pyramid based on the destination’s importance to them, the top being the most important. The project team collected the pyramids and placed them in view of participants for discussion.

Transportation Destination Priorities



#1
PRIORITY



#2
PRIORITY



#3
PRIORITY

Results

Pedestrian Priorities

Enabling residents to provide their feedback during the public meeting was essential to understanding their needs and desires in relation to important connections in the City. Through the priority pyramid exercise, the design team discovered the high importance of transportation connectivity to downtown, places of employment, and parks and open space. This feedback helped the design team recommend necessary and appropriate transportation connections throughout the Town of Ashland City. Additionally, sidewalk was requested to be proposed on Stratton Boulevard.



EXERCISE

One of the biggest benefits of providing alternative modes of transportation, such as walking and bicycling, is creating a healthy environment for residents and visitors.



PARKS AND OPEN SPACE

Throughout Ashland City, parks and open space provide places of recreation and solitude. Special attention was made to parks and open space connectivity based on the strong priority comments from residents.



PLACES OF WORSHIP

There are several places of worship within the Community Mobility Plan area of study. In addition, it was noted during the public meeting that these connections are important and should be included.



EDUCATION

Providing safe and reliable connectivity to and from schools for children is vital to creating a strong pedestrian and bicycle network. These projects are typically of highest priority for cities, and Ashland City is no exception. Both City staff and Ashland City residents expressed the importance for these connections.



RETAIL

Retail opportunities are present within the study area that are close in proximity to residential neighborhoods. Providing access to and from these places of business are important to allow residents a safe, alternative mode of transportation to coffee shops, grocers, restaurants, and more.



DOWNTOWN

Ashland City's downtown district is continuing to change and grow, making it important for multimodal connections to be created to and from it's shops, restaurants, and public spaces.



NEIGHBORHOOD

There are several neighborhoods within the area of study. Connecting these residences, especially school children to schools, parks, businesses and public spaces should be considered and implemented.



EMPLOYMENT

Considering bicycle and pedestrian connections to places of employment is sometimes overlooked, but a large number of people utilize non-motorized transportation to get to and from work.

CASE STUDIES

As the design team conducted site visits and analyzed the pedestrian connectivity needs and desires of the Ashland City community, the team also looked at similar studies, helping them to visualize the purpose and intent of the Ashland City Community Mobility Plan.

Waynesboro Corridor Study - 2016

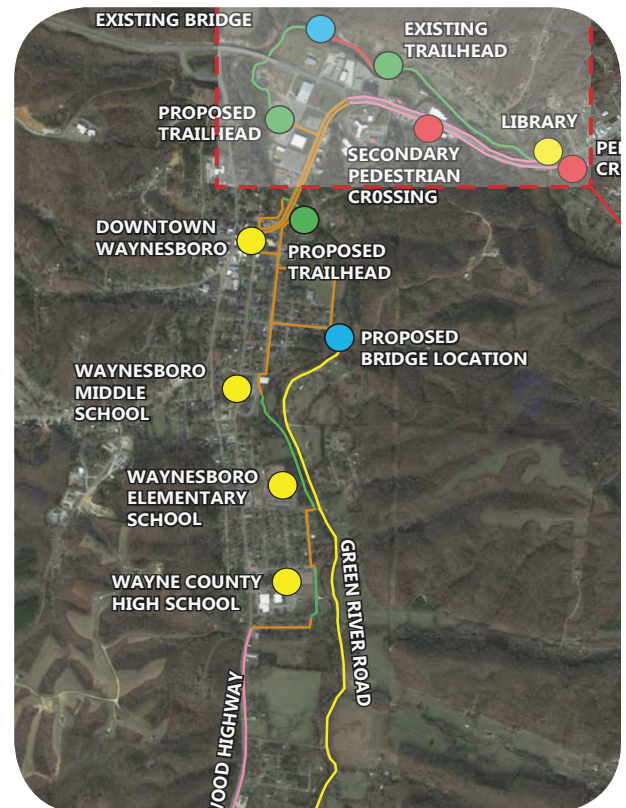
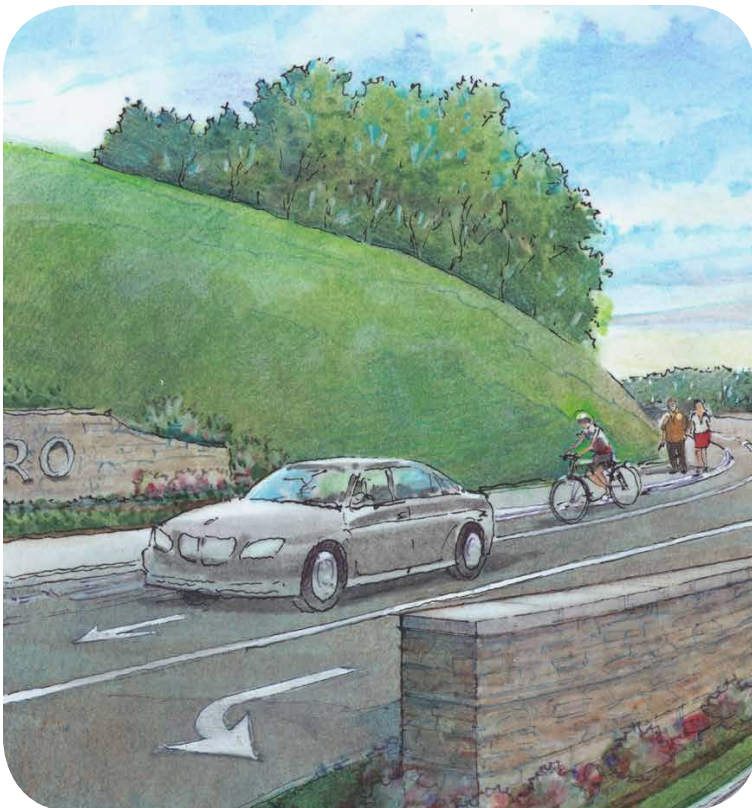
A corridor study was completed in 2016 for the City of Waynesboro that focused on improving pedestrian and vehicular conditions along Dexter L. Woods Memorial Boulevard, while also looking at citywide bicycle and pedestrian networks, trailhead opportunities, and neighborhood sidewalk concepts.

The Waynesboro community has seen little development and growth over recent years. Due to this trend, as well as health concerns of the community, it was Waynesboro's desire to establish a vision to aid the promotion of economic development, safety and health throughout the Waynesboro community. Wayne County ranks below the U.S. average and Tennessee average in several key health categories, including adult smoking, adult obesity and physical inactivity.

This was a cause for concern among residents and public officials within the City of Waynesboro. The recommended implementation strategies, when constructed, will provide pedestrian safety, promote economic vitality, and increase the health of individuals throughout the community.

Recommended Improvements:

- Implement new greenway connections to downtown Waynesboro, City Park, local schools and the community Sportsplex
- Improve sidewalk network from Dexter L. Woods Memorial Boulevard to downtown Waynesboro
- Introduce bike lanes and implement a "road diet" on Dexter L. Woods Memorial Boulevard
- Provide pedestrian "safe zone crossings" along Dexter L. Woods Memorial Boulevard while improving inner neighborhoods sidewalk systems to link important destinations

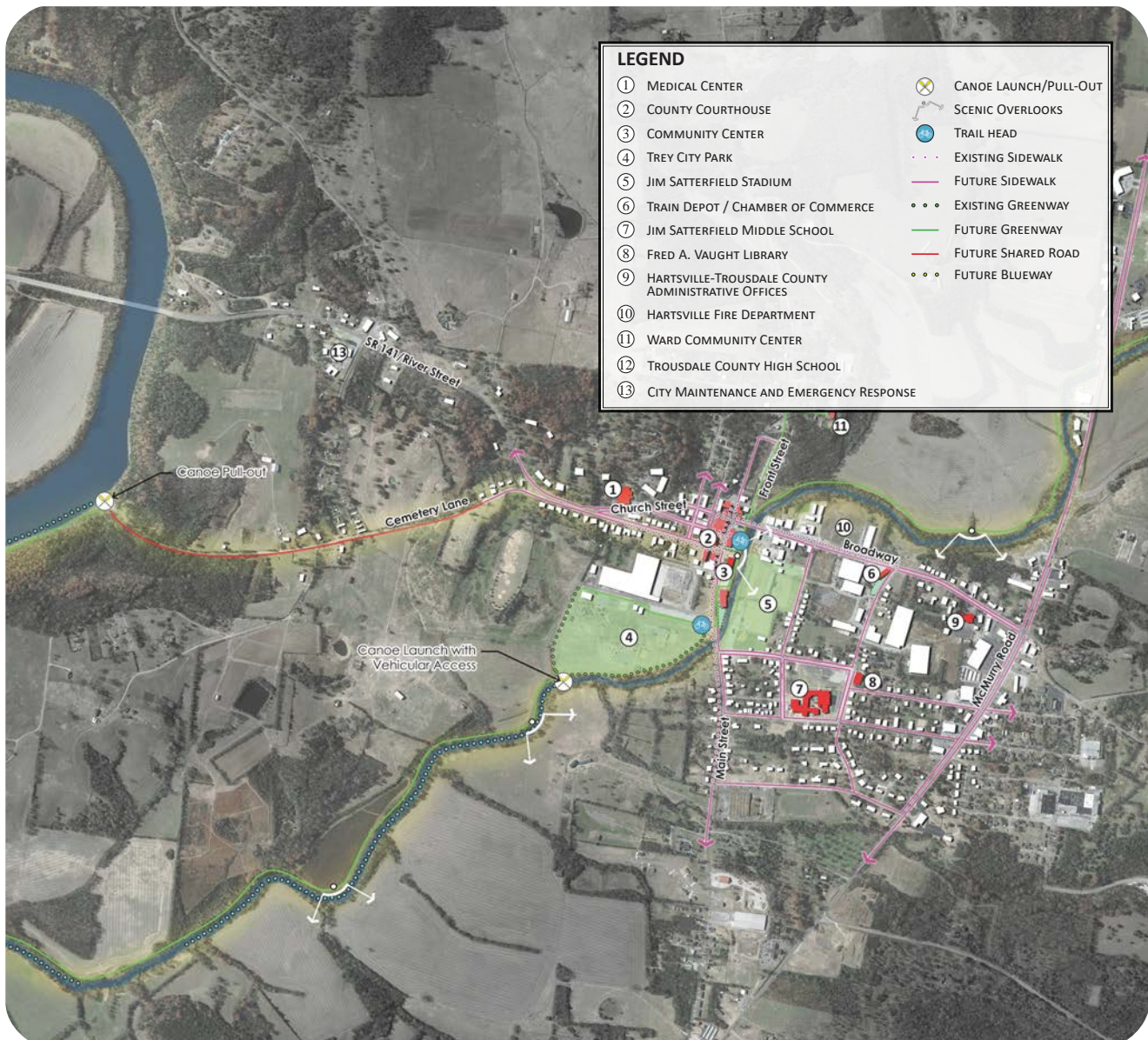


Hartsville Connectivity Plan - 2017

A connectivity plan analyzes a community's alternative modes of transportation and generates a plan that works to link and connect the network with the inclusion of new trails and routes. Connectivity plans are often used to inspire the use of multi-modal transportation options for work and recreation, while leading the community to take an active approach to health and fitness.

The connectivity plan for Hartsville, as shown on the following page, depicts the network of existing sidewalks and greenways paired with future connections to blueways, new sidewalks, greenway trails, and shared streets. The plan strives to build a network of connectivity around Downtown Hartsville, connecting the community's resources together and allowing them to be more accessible to its residents. In addition to downtown circulation, the plan also connects downtown to the Cumberland River through a series of greenways and blueways running with Little Goose Creek. The greenway trail would also provide many opportunities for scenic overlooks along the trail.

Resource: Hartsville Connectivity Plan; Kimley-Horn. 2017



PROPOSED IMPROVEMENTS

Upgrading Facilities

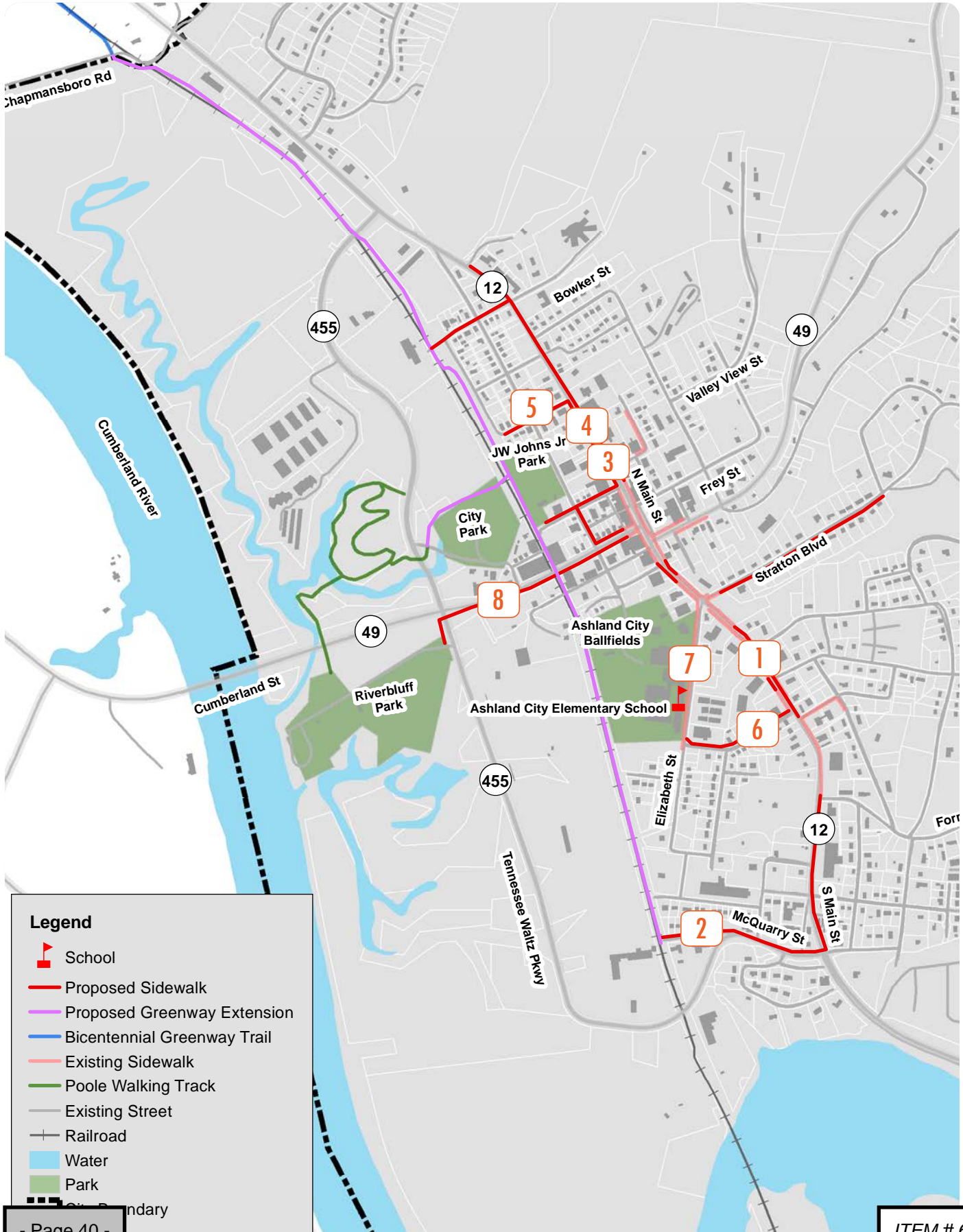
Providing safe and accessible bicycle and pedestrian facilities for residents and visitors is vital to the livability of any community. Those individuals that rely on facilities that follow the American Disabilities Act (ADA) must be taken into consideration when planning city-wide bicycle and pedestrian connections. There is a demand for ADA facilities in Ashland City that must be addressed in order to give everyone an equal opportunity to safely access public buildings and areas throughout Ashland City. In addition to the following proposed bicycle and pedestrian facilities, the City must review all existing sidewalks and shared-use paths to ensure they comply with ADA. Doing so will heighten the overall accessibility and enjoyment of public spaces that Ashland City has to offer.

The following is a list of projects that was developed to address safety concerns, traffic congestion, connectivity, and alternative modes of transportation. These recommended improvements are a result of the traffic and safety analysis, field observations of existing infrastructure, Town staff and public input, and future needs as the Town continues to grow. The proposed projects are divided into short-term and long-term implementation. Short-term are projects that can be completed within a three to five-year timeframe depending on the availability of funding, time to design, constructability, and phasing. Long-term are projects that would generally take longer to design and construct due to right-of-way issues or funding. These long-term projects would likely take at least five years to complete.

Pedestrian Facilities - Short-Term

1. South Main Street (SR 12) Sidewalks Phase I – From just south of Forrest Street to Chestnut Street, this project will construct new sidewalk and reconstruct existing sidewalk along the northbound shoulder of SR 12. This will provide a connection from downtown to the shopping center located just north of Elm Street.
2. South Main Street (SR 12) Sidewalks Phase II – New sidewalk along the northbound shoulder of SR 12 from McQuarry Street to connect with Phase I just south of Forrest Street. Additionally, with the proposed signal at McQuarry Street, this project will install a crosswalk across SR 12 and sidewalk along McQuarry Street to where McQuarry ends at the abandoned railroad. This will connect to a proposed future extension of the Cumberland River Bicentennial Trail. *(See image next page)*
3. North Main Street (SR 12) Sidewalks Phase I – New sidewalk along the northbound shoulder of SR 12 from Mulberry Street to north of Pemberton Drive.
4. North Main Street (SR 12) Sidewalks Phase II – New Sidewalk along the southbound shoulder of SR 12 from Mulberry Street to Pemberton Drive with a crosswalk across SR 12 at Pemberton Drive, Jefferson Street, and Mulberry Street.
5. Main Street Connectors – New Sidewalk along Pemberton Drive, Jefferson Street and Mulberry Streets to connect North Main Street to Riverbluff Park with pedestrian signals installed at the intersection of SR 455 and SR 49 (Cumberland Street).
6. Low Street Connector – New sidewalks along the westbound shoulder of Low Street to connect SR 12 with Elizabeth Street. This project would also include an updated crosswalk at the intersection of Low Street and SR 12.
7. Elizabeth Street Sidewalk Reconstruction – Replace the existing sidewalk along the southbound shoulder of Elizabeth Street from Main Street to Low Street.
8. Cumberland Street Sidewalk – New Sidewalk along SR 49 (Cumberland Street) from SR 12 to Tennessee Waltz Parkway.

Pedestrian Facilities



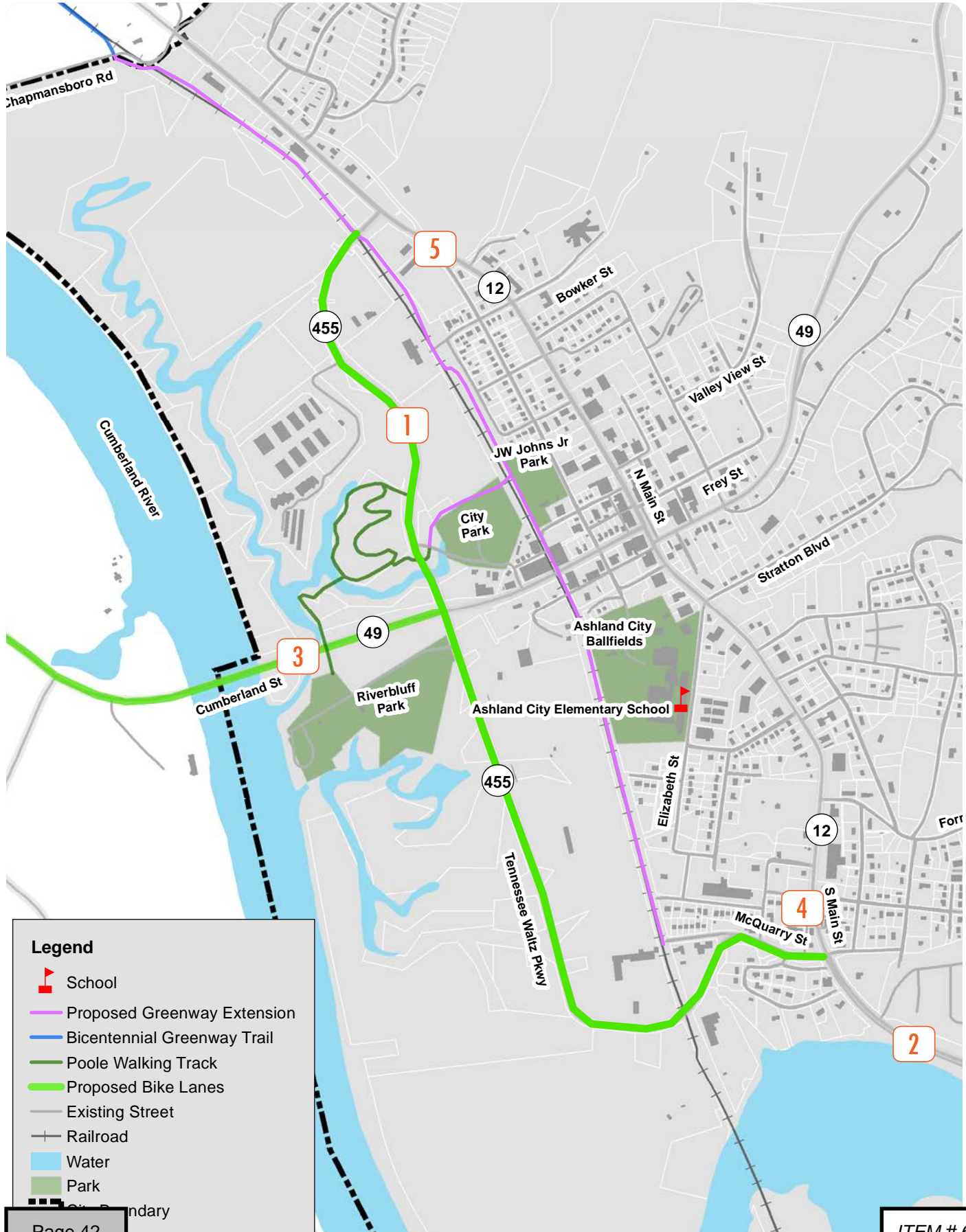
PROPOSED IMPROVEMENTS

Bicycle Facilities & Roadway Improvements - Short-Term

1. SR 455 Bike Lanes – Sign and stripe bike lanes along the northern portion of SR 455 from SR 49 (Cumberland Street) to SR 12.
2. SR 12 Bike Lanes – Sign and stripe bike lanes along the existing paved shoulders of SR 12 from the Davidson County line to just south of McQuarry Street.
3. SR 49 Bike Lanes – Sign and stripe bike lanes along the existing paved shoulders of SR 49 from SR 455 to just west of SR 249 (River Road).
4. Harris Street One-Way Conversion – Convert Harris Street to one-way southbound to eliminate conflict points at the intersection of SR 12, Elm Street, and Harris Street.
5. Vine Street Realignment – Convert the intersection of SR 12 and Vine Street from a skewed angle to 90 degrees to allow for better sight distance for drivers on Vine Street.



Bicycle & Roadway



PROPOSED IMPROVEMENTS

Long-Term Bicycle Facilities & Roadway Improvements

1. Bicentennial Trail Extension – Extend the Bicentennial trail from its current terminus near Chapmansboro Road along the abandoned railroad corridor to McQuarry Street south of downtown Ashland City. *(See image below)*
2. SR 49 Realignment – Realign SR 49 just south of the current alignment through downtown Ashland City from approximately SR 455 to approximately Oak Street. This improvement will remove the offset intersection that exists between SR 12 and SR 49.
3. SR 455 Paved Shoulders – Add eight- to ten-foot paved shoulders along SR 455 south of SR 49 to SR 12 to match the cross section of the northern section. This will allow the inclusion of bike lanes along this section.
4. SR 455/McQuarry Street Realignment – Lengthen the horizontal radius of the curve along McQuarry Street and SR 455 near Adkisson Street to improve sight distance and reduce the sharpness of the existing curve. Realign the intersection of the existing skewed intersection at McQuarry Street to 90-degrees.



Long-Term Projects



PROPOSED IMPROVEMENTS

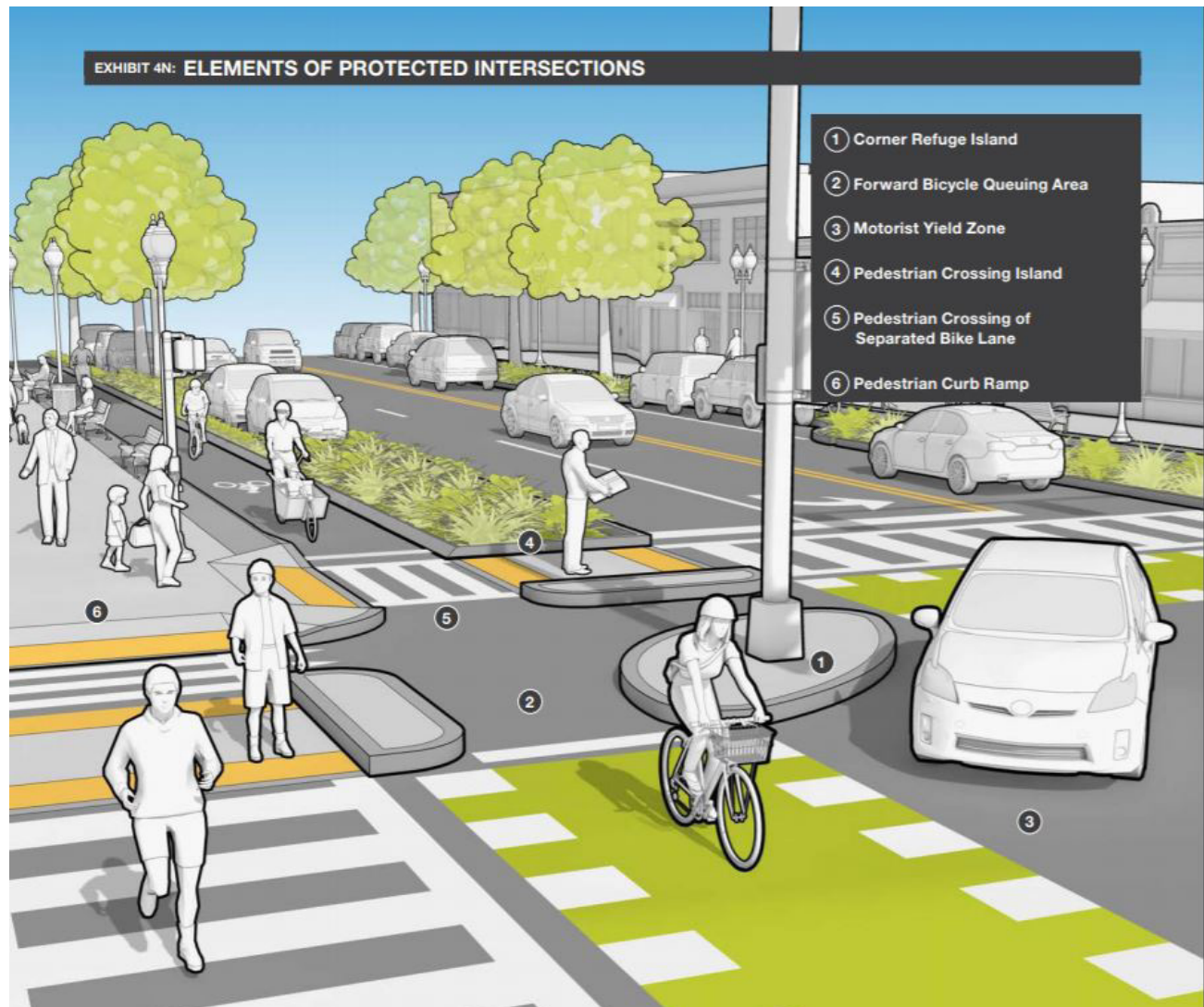
Citywide Connectivity

Joining all of the proposed improvement maps and analyzing them together provides a look at the holistic network of connections throughout the City. It is important the City understands that in order for the network to operate most efficiently, both facility types must be built. The implementation plan, as shown on page 50, helps put these projects on a timeline to make it easy to see what steps need to take place.

Integrating Facilities

Ensuring the integration of facility types throughout the City is vital to providing a reliable and safe transportation network. In addition to making important connections to get users from point A to point B, the use of protected intersections should be considered when planning for future facilities to create safe interchanges between vehicular, bicycle, and pedestrian travel. The image below shows the typical elements of a protected intersection, which help provide safer movements for all modes of transportation. Protected intersections increase visibility and promote predictability of movement for each user group.

Source: MassDOT Separated Bike Lane Planning and Design Guidelines, 2015



All Facilities



Legend

-  School
-  Proposed Sidewalk
-  Proposed Greenway Extension
-  Bicentennial Greenway Trail
-  Existing Sidewalk
-  Poole Walking Track
-  Proposed Bike Lanes
-  Existing Street
-  Railroad
-  Water
-  Park
-  City Boundary

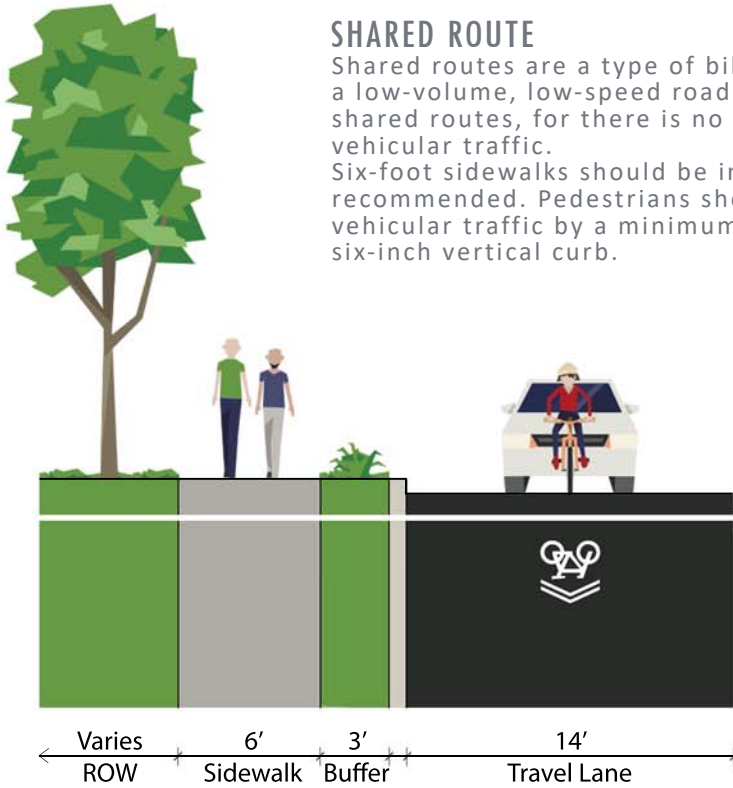
FACILITY TYPES

When planning the implementation of public bike facilities, there are important elements to consider to ensure they are designed for all ages and abilities. Vehicular speeds and volumes, operational uses, and sensitivity to vehicular-pedestrian conflict areas are vital to the safety and overall functionality of the bikeway network. The following cross sections are considered best practices for walkways and bikeways. These sections are the minimum that should be attained in order for Ashland City to become a more walkable and bikeable community.

SHARED ROUTE

Shared routes are a type of bikeway that are typically implemented on a low-volume, low-speed road. Signage and pavement markings indicate shared routes, for there is no separation between the bicyclist and vehicular traffic.

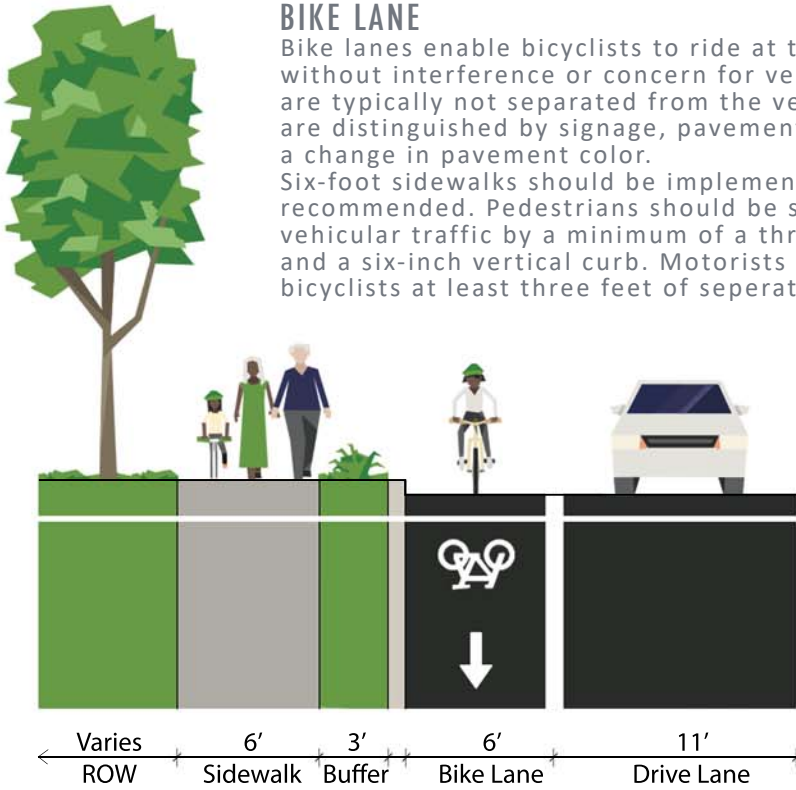
Six-foot sidewalks should be implemented where shared routes are recommended. Pedestrians should be separated from bicycle and vehicular traffic by a minimum of a three-foot landscaped buffer and a six-inch vertical curb.



BIKE LANE

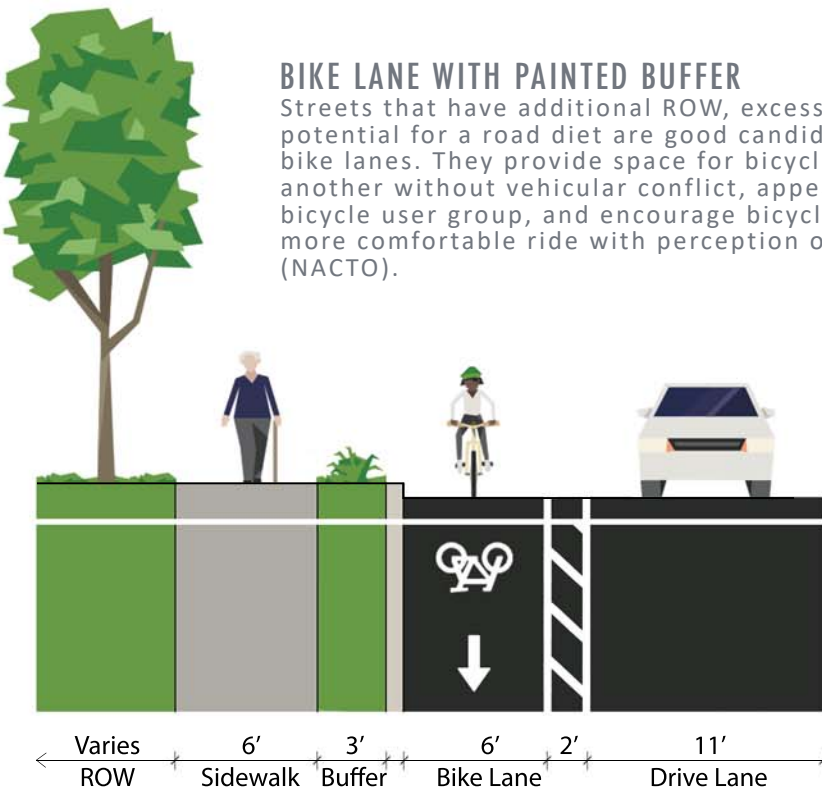
Bike lanes enable bicyclists to ride at their preferred speed without interference or concern for vehicular traffic. Bike lanes are typically not separated from the vehicular travel lane, and are distinguished by signage, pavement markings, and sometimes a change in pavement color.

Six-foot sidewalks should be implemented where bike lanes are recommended. Pedestrians should be separated from bicycle and vehicular traffic by a minimum of a three-foot landscaped buffer and a six-inch vertical curb. Motorists are required to provide bicyclists at least three feet of separation when passing.

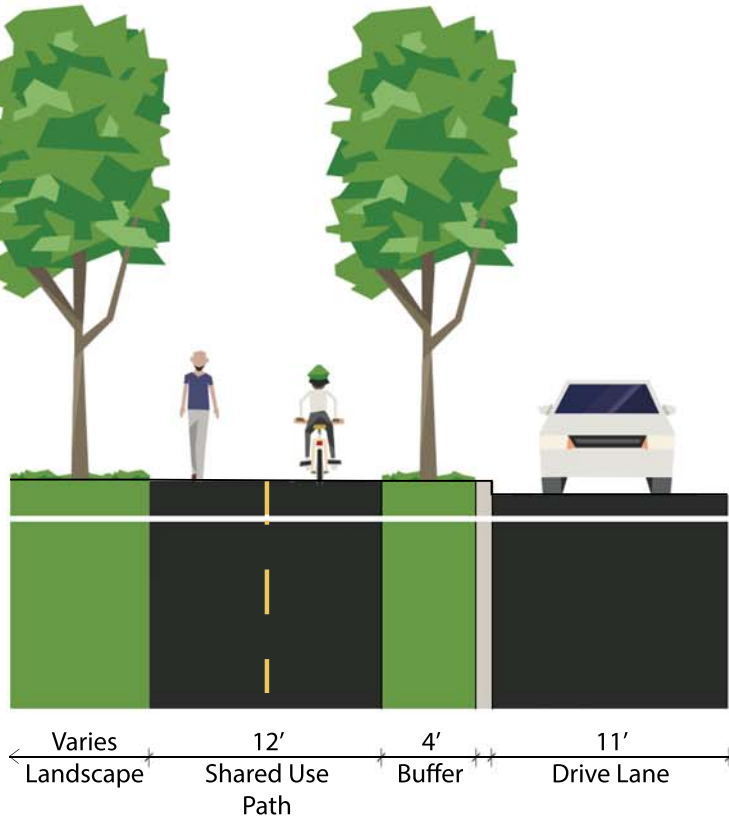


BIKE LANE WITH PAINTED BUFFER

Streets that have additional ROW, excess parking, or potential for a road diet are good candidates for buffered bike lanes. They provide space for bicyclists to pass one another without vehicular conflict, appeal to a wider bicycle user group, and encourage bicycling by providing a more comfortable ride with perception of increased safety (NACTO).

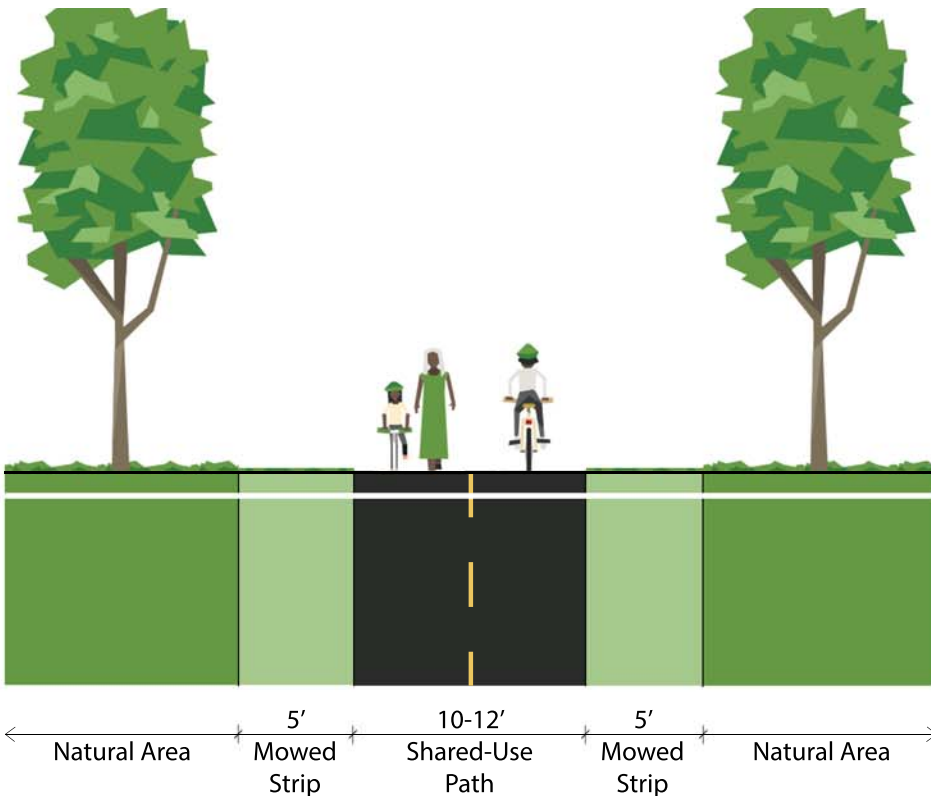


FACILITY TYPES



SHARED-USE PATH TWO-WAY

Shared-use paths are often used in rural and suburban areas adjacent to existing streets. These facilities provide a physical separation between the vehicular travel lanes with the use of landscape buffer and a vertical curb. Shared-use paths are best suited where there is little conflict with driveways, utility poles, and steep areas. These types of pathways are typically pleasing to the eye and provide a safe and comfortable ride for users.

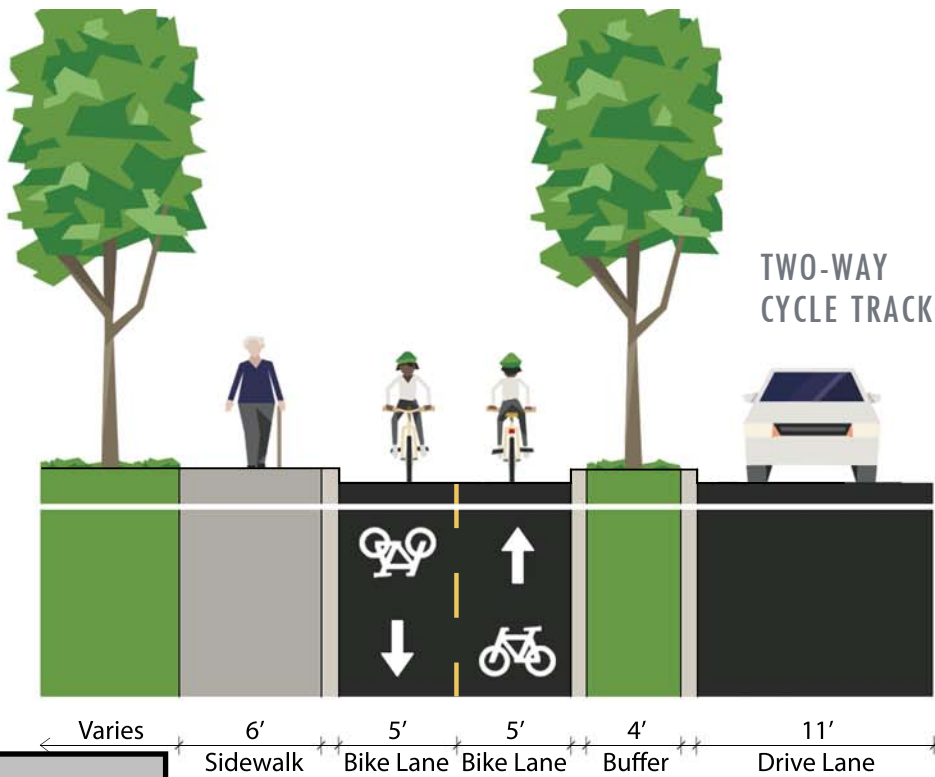
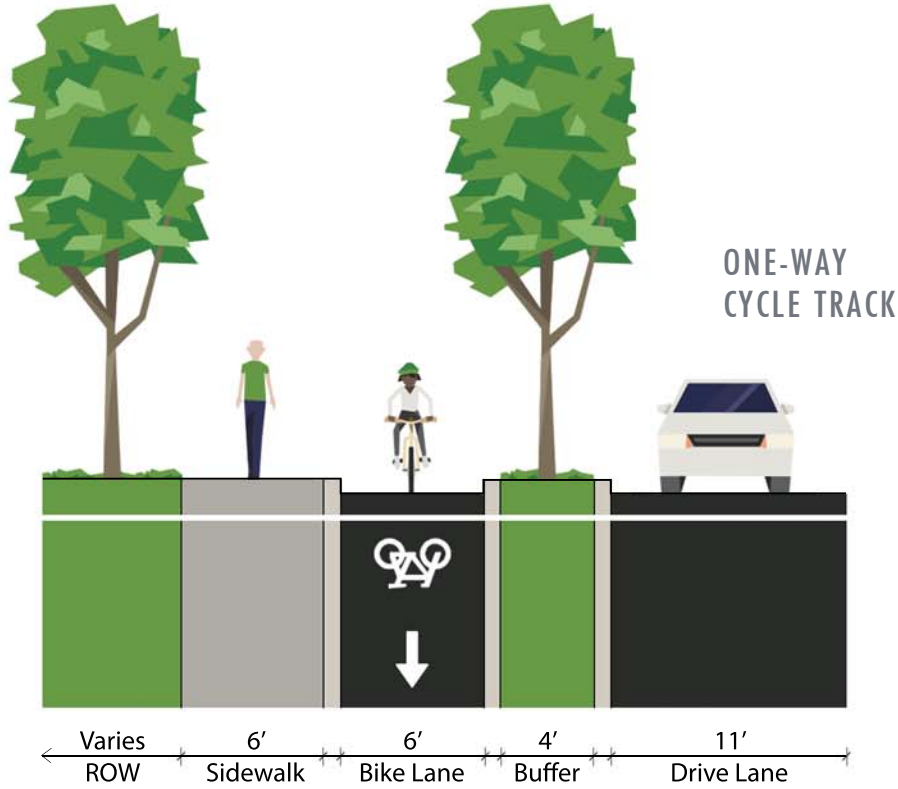


PAVED SURFACE GREENWAY

Greenways may be the most important means of alternative transportation for all ages and abilities. Greenways are typically away from vehicular travel ways, traveling through open public space such as parks, natural areas, and abandoned railroad corridors. They appeal to families and casual bicyclists since there are usually very few interactions or conflicts with vehicles. Greenways are an excellent choice for areas of a city where the streets have little additional right-of-way or physical constraints for roadway facilities. A minimum of ten feet in width is recommended to allow users to pass one another comfortably. The five-foot mowed strip along each side minimizes maintenance and provides a clear and safe greenway.

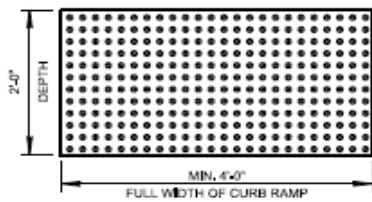
CYCLE TRACKS

Separated bike lanes are bikeways that physically protect bicyclists from the vehicular travel lanes using a landscape buffer and vertical curb. It combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane (NACTO). Separated bike lanes can be one-way or two-way and have many benefits. They dedicate and protect space for bicyclists in order to improve perceived comfort and safety, generally provide overall low-implementation costs by making use of existing pavement and drainage, and are more attractive for bicyclists of all levels and ages.

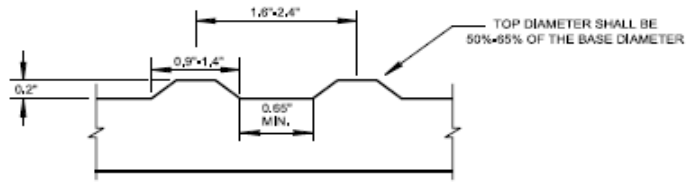


DESIGN STANDARDS

Ashland City has developed an American with Disabilities (ADA) transition plan that evaluates all the sidewalks and curb ramps within the entire city to determine if they need to be improved to meet ADA standards. While the transition plan focuses on the entire city, this Community Mobility Plan focuses on improvements within the project limits that make important connections to trip generators and attractors. Below are examples of elements of pedestrian improvements that should be considered when planning, designing, and constructing roadway and sidewalk projects. Images are from TDOT standard drawings, the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Planning, Design and Operation of Pedestrian Facilities, The Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), and the U.S. Access Board's Public Right of Way Accessibility Guidelines (PROWAG).

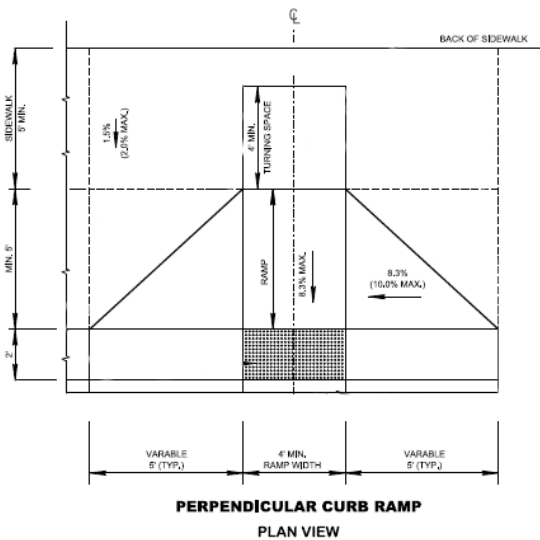


DETECTABLE WARNING SURFACE DETAIL

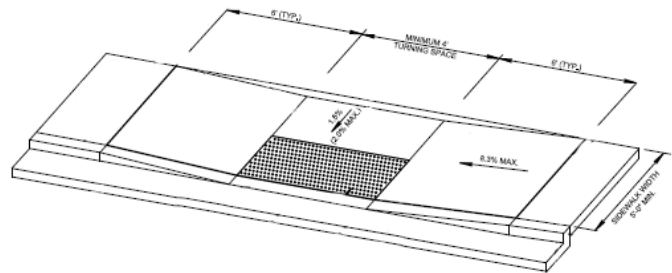


DETECTABLE WARNING SURFACE ELEVATION VIEW (TYP.)

Detectable warning surfaces are used to warn pedestrians with low or no vision that they are entering the street, railroad crossing, or transit stop/platform. The color of the surface must contrast visually with the adjacent ramp, gutter, sidewalk, or street.



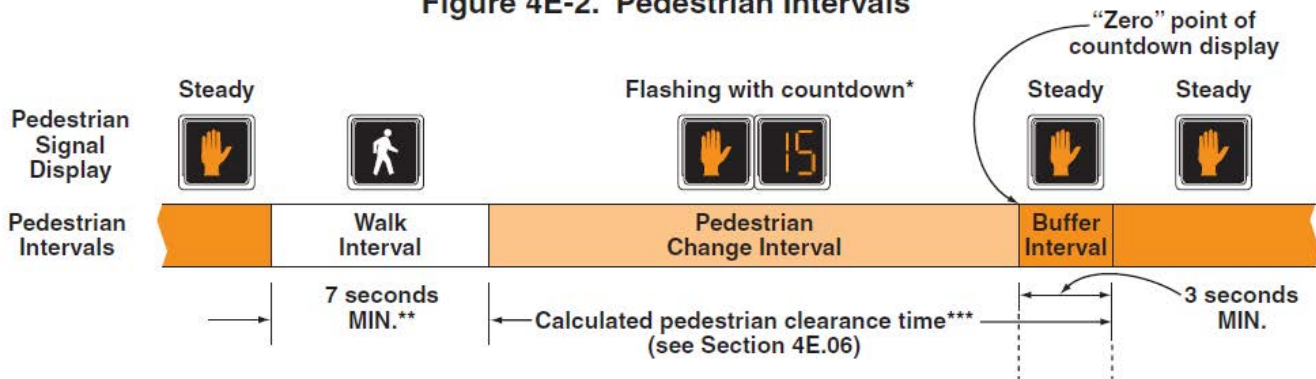
PERPENDICULAR CURB RAMP PLAN VIEW



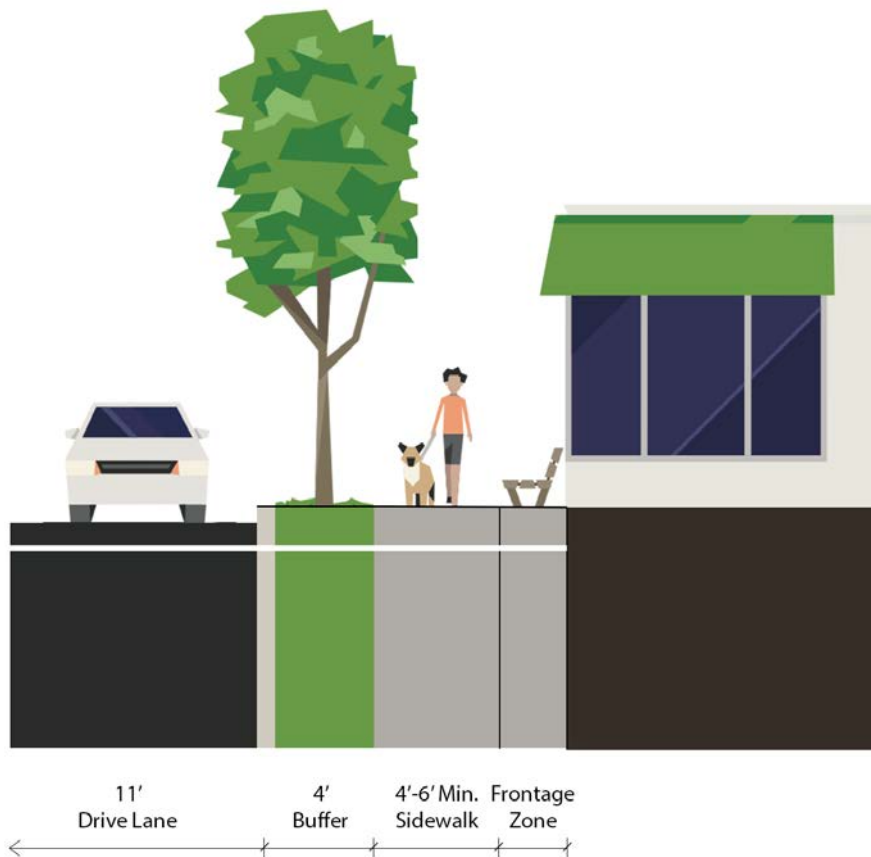
PARALLEL CURB RAMP DETAIL
DIMENSIONS SHOWN ABOVE FOR 0% LONGITUDINAL ROADWAY GRADE

Depending on the geometry of the intersection, there are several types of curb ramps that can be used to allow pedestrians to cross a street. Perpendicular ramps work best when there is a grass strip between the sidewalk and the back of curb, and parallel ramps are best for sidewalk adjacent to the back of curb.

Figure 4E-2. Pedestrian Intervals



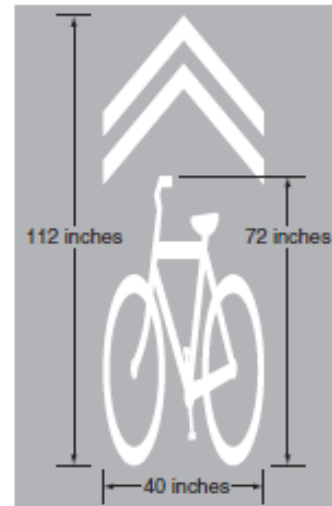
If pedestrian signals are installed at an intersection, they should include a countdown display to warn pedestrians how much time they have left to cross.



The pedestrian access route (sidewalk) should be at least four feet in width (preferably five to six feet) and kept clear of obstructions such as doors, table/benches, signs, and vegetation. The pedestrian access route is typically accompanied by a frontage zone adjacent to the building face, providing room for benches, cafe tables, lighting, and signage.

DESIGN STANDARDS

Although some of the proposed bicycle recommendations may require the alteration or reconstruction of existing roadways, there are low-cost measures that can be implemented to improve the roadway environment for cyclists. The MUTCD provides a number of signs and pavement markings to alert drivers of the possibility of cyclists within or adjacent to the roadway. Those improvements include striping bike lanes on existing shoulders of at least four feet in width, installation of signs and pavement markings to inform drivers that they must allow space for cyclists within the travel way, and directional signs for cyclists along designated bike routes.



Traffic Calming Measures

There are techniques that can be implemented to help calm traffic in key locations within the Town. The examples below are some of the most effective ways of reducing vehicle speed, automobile collisions and improve aesthetics.



Neighborhood Traffic Circle

Advantages:

- Effective in reducing vehicle speed
- Can reduce severity of motor vehicle collisions
- Opportunity for landscape and improved aesthetics

Disadvantages:

- Difficult for left-turning emergency vehicles
- Possible need for right-of-way, depending on size of raised island
- Increased cost for maintenance of landscaping



Chicane

Advantages:

- The change in vehicle movement slows traffic
- Well designed chicanes have a positive aesthetic value
- Opportunity for landscape and improved aesthetics

Disadvantages:

- Possibility of vehicles mounting the landscaping areas
- May interrupt driveway access to adjacent properties
- Increased cost for maintenance of landscaping



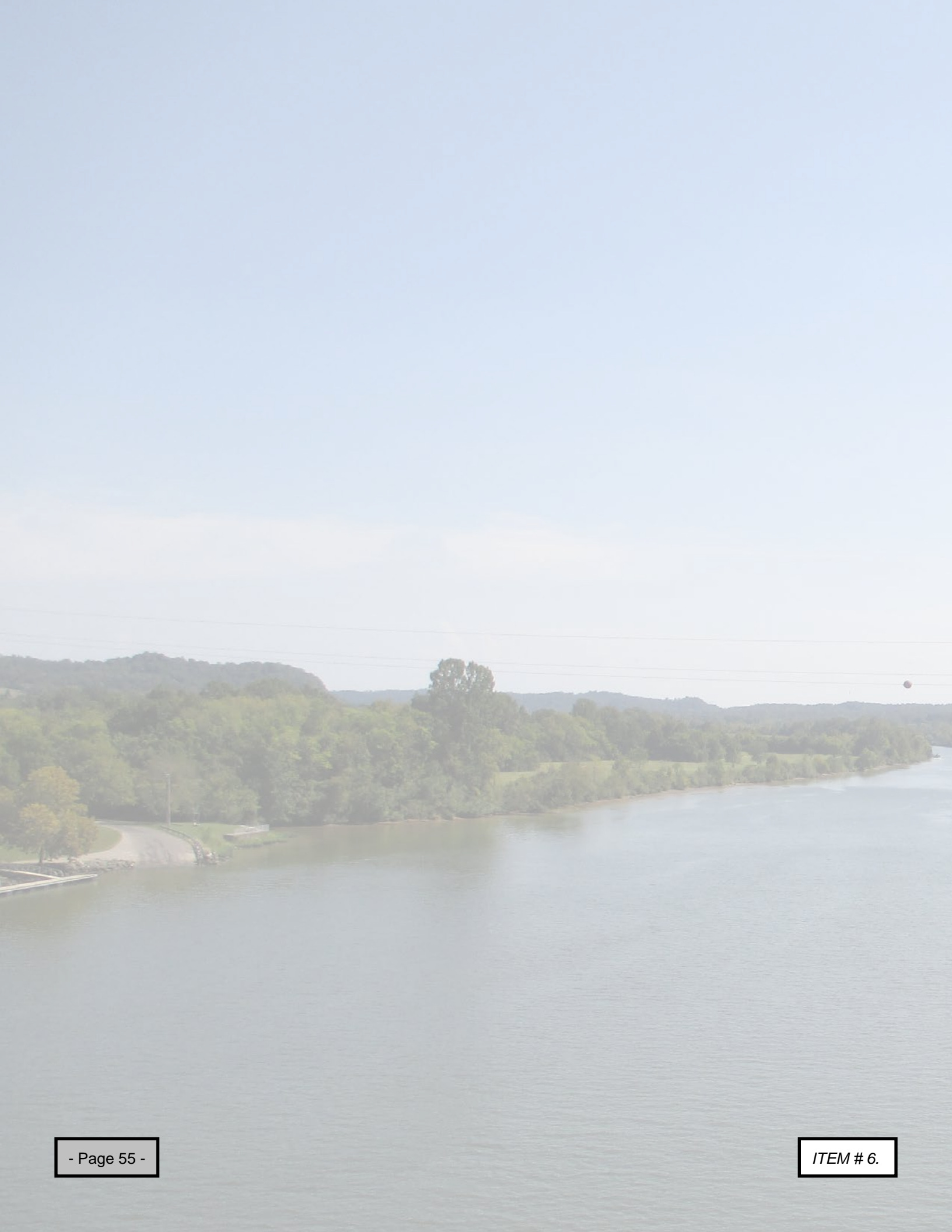
Speed Table

Advantages:

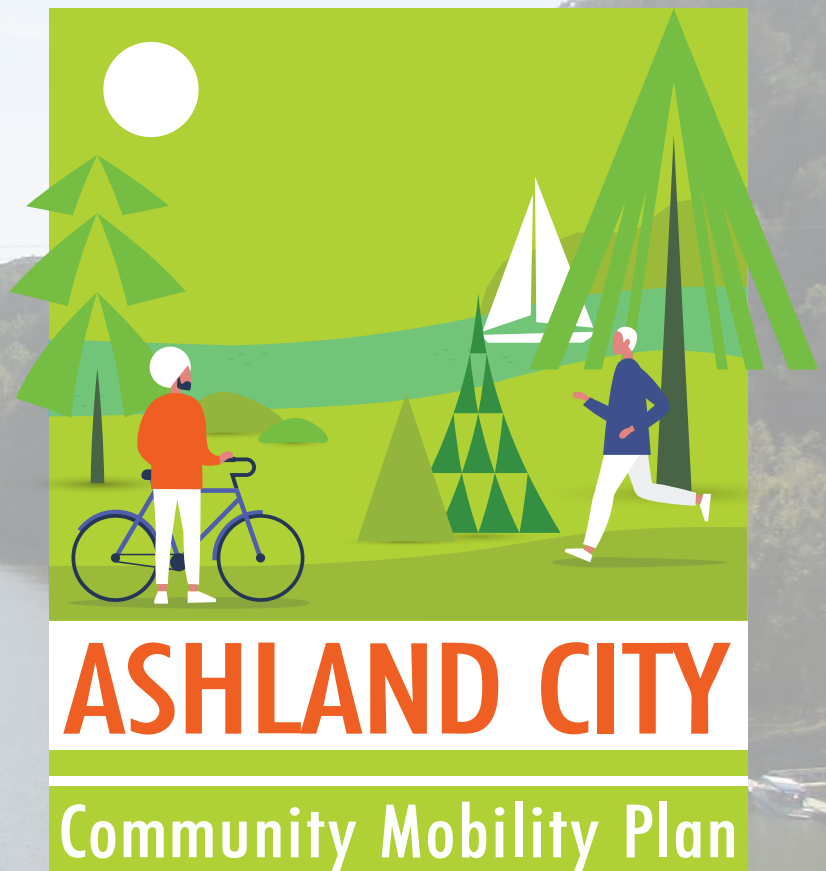
- Quicker response time for emergency vehicles than speed humps
- Effective in reducing vehicle speed
- Addition of brick or textured materials can improve aesthetics

Disadvantages:

- More expensive than speed humps
- Increases noise and air pollution in neighborhood
- May be damaged by snow plows



CONCLUSIONS ④



IMPLEMENTATION

Community Partnership

The projects outlined in the route recommendation section of this report are considered the most important projects for Ashland City. The following project list narrows the list of recommended projects and presents them in order of implementation based on input from Ashland City staff and the public meeting as well as field observations, engineering judgment, and cost analysis. Information such as estimated costs and timeframe are provided for these priority projects to assist the City in planning and budgeting. The timeframe for implementation includes short-term (zero to three years), mid-term (three to ten years), and long-term (more than ten years). While the Ashland City Bicycle and Pedestrian Master Plan represents the contribution of the City staff and local community, successfully implementing the recommended projects will require cooperation among government entities, stakeholders, private developers, and people that live, work and visit the Town.



- P1. South Main Street (SR 12) Sidewalks Phase I**
Project Limits: Just south of Forrest Street to Chestnut Street
Project Cost: \$1M



- P2. North Main Street (SR 12) Sidewalks Phase I**
Project Limits: SR 12 from McQuarry Street to just south of Forrest Street
Project Cost: \$1.1M



- P3. South Main Street (SR 12) Sidewalks Phase II**
Project Limits: SR 12 from just south of Forrest Street to McQuarry and along McQuarry toward the proposed Cumberland River Bicentennial Trail Extension
Project Cost: \$1.5M



- P4. North Main Street (SR 12) Sidewalks Phase II**
Project Limits: SR 12 from Mulberry Street to Pemberton Drive
Project Cost: \$1.2M



- P5. Cumberland Street Sidewalk**
Project Limits: SR 49 (Cumberland Street) from SR 12 to Tennessee Waltz Parkway
Project Cost: \$1.5M



- B1. SR 49 Bike Lanes**
Project Limits: SR 49 from SR 455 to just west of SR 249 (River Road)
Project Cost: Included in the next TDOT repaving project



- B2. SR 455 Bike Lanes**
Project Limits: SR 455 from SR 49 (Cumberland Street) to SR 12
Project Cost: Included in the next TDOT repaving project

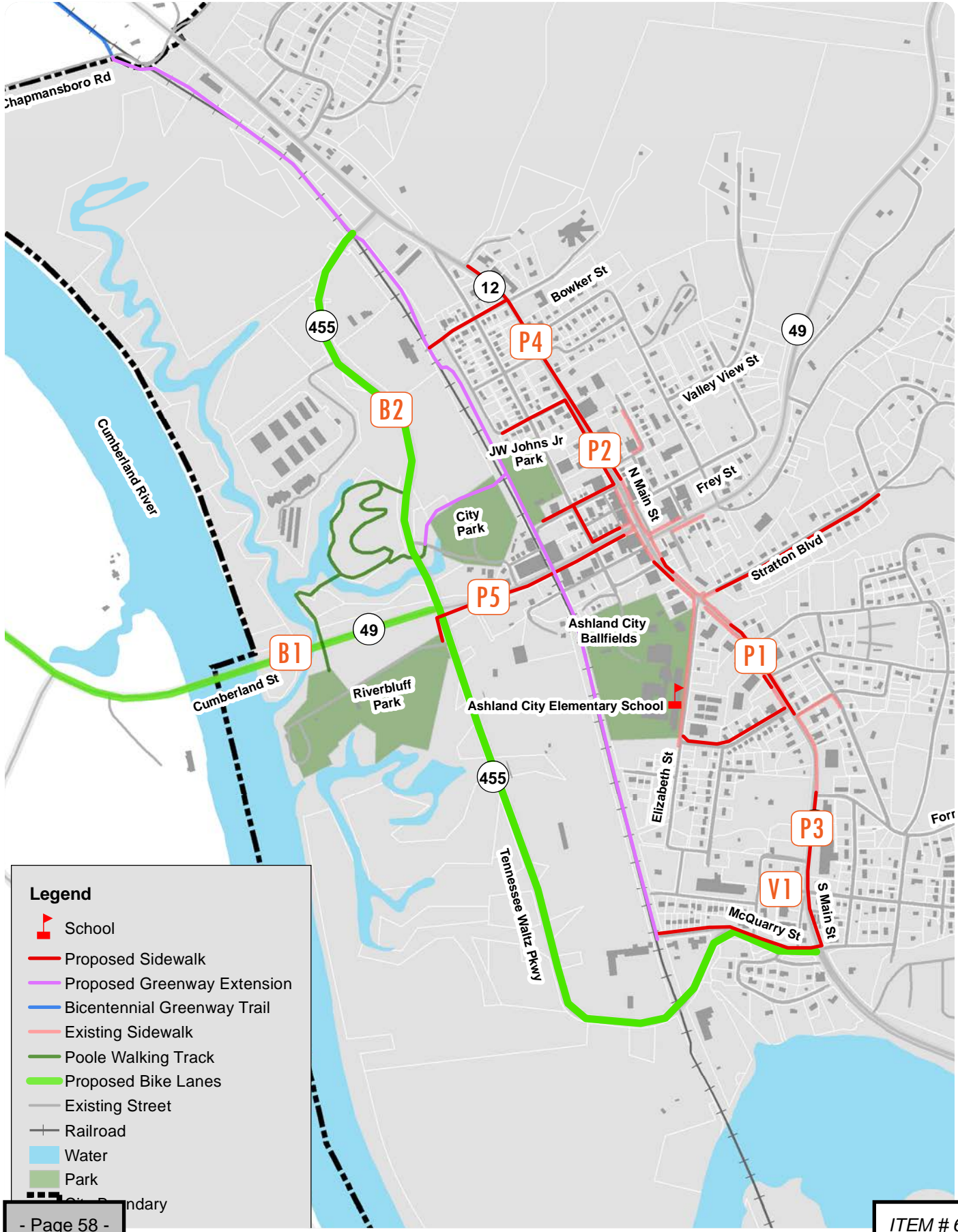


- V1. Harris Street Realignment**
Project Limits: Intersection of SR 12 and Harris Street and Elm Street
Project Cost: \$15K



Riverbluff Park

Priority Projects



FUNDING OPPORTUNITIES

Funding Mechanisms

The recommendations from the Ashland City Bicycle and Pedestrian Master Plan will not be implemented through a single source, but a combination of multiple sources, including all or some of the following. The appropriate funding sources will depend on the project type and location.

- Public/Private Investment and Partnerships
- Ashland City Capitol Improvement Projects
- Grant Opportunities
- Imposing an Additional Tax

Public/Private Investment and Partnerships

Public/private partnership is a popular source for funding of parks, trails, and other recreational facilities. These partnerships can result in significant positive outcomes by bringing revenue, labor, and other resources for projects. Some typical examples of funding partnerships include park or amenity sponsorship, trail segment adoption, and organization-driven fundraisers. While these partnerships sometimes result in the investment in the parks and recreation system, they can also include shared-use or greenway facilities.

Ashland City Capitol Improvement Projects

Ashland City should continue planning at least five years out for future infrastructure enhancement projects that help with the safety and efficiency of bicycle and pedestrian transportation.

Grant Opportunities

In addition to self and private funding or partnership agreements, Ashland City can pursue a variety of local, state and federal grant options that best fit their needs based on project and location. Current grant options are highlighted on the following page, and the City should take advantage of these opportunities to help build better bicycle and pedestrian facilities.

Imposing Additional Taxes or Fees

Another way the City could be increasing funds to help build bicycle and pedestrian infrastructure is imposing additional taxes and fees. These could include park or facility fees, utility-type fees, solid waste fees, and food and beverage tax. Adding new or increasing fees can help improve Ashland City's operational cost-recovery. Operational cost recovery is calculated by dividing total non-tax revenue by total operational expense. The operational cost recovery is a critical performance indicator that measures how well each department's revenue generation covers the total cost of operations. Increasing the City's cost recovery ultimately means more money the City can put back into its infrastructure, potentially improving bicycle and pedestrian infrastructure.



Ashland City Municipal Building

GRANT OPPORTUNITIES

<p>Multimodal Access Grant</p>	<ul style="list-style-type: none"> ▪ Pedestrian Crossings ▪ Sidewalks ▪ Bike Lanes ▪ ADA Improvements ▪ Pedestrian Lighting ▪ Bus Shelters ▪ Separated Bicycle Facilities ▪ Park and Ride Facilities ▪ Traffic Calming Measures ▪ Utility Relocation
<p>Surface Transportation Block (STBG)</p>	<ul style="list-style-type: none"> ▪ Sidewalks ▪ Shared-Use Paths ▪ Safe Routes to School ▪ Complete Streets ▪ Bridge Enhancements ▪ Tunnel Enhancements
<p>Transportation Alternatives Program (TAP)</p>	<ul style="list-style-type: none"> ▪ Pedestrian Facilities ▪ Shared-Use Paths ▪ Bike Lanes ▪ Safe Routes for Non-Drivers ▪ Safe Routes to School ▪ Historic Preservation ▪ Sidewalks ▪ Signage ▪ Crosswalks
<p>Recreational Trails Program (RTP)</p>	<ul style="list-style-type: none"> ▪ Hard/Natural Surface Trail ▪ Shared-Use Paths ▪ Land Acquisition ▪ Maintenance ▪ Trailheads
<p>Bridge Replacement and Rehabilitation Program (BRR)</p>	<ul style="list-style-type: none"> ▪ Every two years, the Tennessee Department of Transportation inspects all bridges in the State using National Bridge Inspection Standards. Bridges with a rating of 15 tons or less are prioritized from worst to best and then added to either the rehabilitation list or the replacement list.
<p>High Priority Project (HPP)</p>	<ul style="list-style-type: none"> ▪ This program provides designated funding to the state (HPP) and Local Agencies (HPP-L) for specific projects identified by Congress.
<p>Highway Safety Improvement Program (HSIP)</p>	<ul style="list-style-type: none"> ▪ Signage Improvements ▪ Roadway Re-stripping ▪ Intersection Enhancements
<p>Local Parks and Recreation Fund (LPRF)</p>	<ul style="list-style-type: none"> ▪ Land Acquisition ▪ Indoor/Outdoor Recreational Facilities ▪ Trail Development



ASHLAND CITY

Community Mobility Plan

Proposed Changes to the Personnel Manual

Page 18

APPLICATIONS

The Town of Ashland City shall make every effort to attract qualified applicants for various types of positions. When a vacancy occurs or a position is made available, the department head is to notify the ~~Human Resources Director~~ **City Recorder** by email of the department vacancy. Salary and or other considerations need to be discussed **prior** ~~first with the City Recorder/clerk~~ before posting vacancies. ~~In so doing, the City Recorder/clerk may prepare and publish in an officially designated newspaper a public notice of vacancies when they occur, or place notices on the city website or other such sites as may be designated by the Human Resources Manager.~~

Applications are only accepted when vacancies exist and will only be considered for specific positions applied. The Mayor may also provide notice of vacancies in alternate media, including taped messages, radio announcements, or other methods to ensure effective communication to someone with disabilities.

Open positions may be advertised internally and externally concurrently. In no situation will an open position be advertised externally prior to being advertised internally. **Open positions will be sent out via email to all town employees and will also be posted in breakrooms of city buildings. Employees will have one (1) week prior the position being advertised externally to submit applications. External advertisements may include publication in the officially designated newspaper, social media, the town website, and/or other websites based on the position in order to attract qualified applicants.**

All employment applications are received at Workforce Essentials in Ashland City. Applications are given a beginning and end date for receiving and given thorough consideration by the Mayor and/or Department Head. The Mayor will make reasonable accommodations in the application process to applicants with disabilities making a request for such accommodations.

An applicant may be removed from consideration if he/she:

1. Declines an appointment when offered;
2. Cannot be located by the postal authorities – it shall be deemed impossible to so locate an applicant when a communication mailed at the last known address is returned unclaimed;
3. Moves out of the area;
4. Is currently using narcotics, or his/her excessive use of intoxicating liquors will pose a direct threat to the health and safety of others;
5. Is found to have been convicted of a felony or a misdemeanor involving moral turpitude as the term is defined by law;
6. Has made a false statement of material fact on the application;
7. Does not file the application within the period specified in the application/examination announcement or does not use the prescribed form or uses a different format than allowed as a reasonable accommodation; and/or
8. Does not possess the minimum qualifications.

Once all applications have been reviewed, an applicant will be notified by either email, **telephone**, or mail to set an interview time or notified that their application is not being considered.

Page 18

BREAKS

~~An employee who works a full workday shall have a 60 minute meal break. Your supervisor will choose the proper time and place for breaks.~~

~~All employees who work eight hour shifts on the evening or night shift can include a thirty minute meal break and two (2) fifteen (15) minute breaks in their work shifts.~~

Employees working at least an eight (8) hour shift shall have thirty (30) minutes of employer paid break time. Employees working at least an eight (8) hour shift are required to take an unpaid thirty (30) minute lunch break during their work day. Employees can choose to take a thirty (30) minute meal break and two (2) fifteen (15) minute breaks or combine their breaks with their unpaid lunchbreak for a total of one (1) sixty (60) minute meal break. Employees working at least a four (4) hour shift shall have a fifteen (15) minute employer paid break.

Page 21-23

SICK LEAVE

Each regular full-time employee and regular part-time (~~pro-rated~~) will accrue sick leave bi-weekly beginning on the first day after 30 days of employment and continuing until their termination. An employee shall not accumulate sick time if the employee does not work 30 consecutive **regularly scheduled work business** days. Sick leave benefits will commence on the first day of such absence and shall continue for as long as sick leave credit remains.

Generally, employees become eligible to use sick leave in the situations outlined below.

1. Employees are incapacitated by sickness or a non-job-related injury.
2. Employees are seeking medical, dental, optical, or other professional diagnosis or treatment.
3. Necessary care and attendance of a member of the employee's immediate family, **as defined in the nepotism section of this employee manual**, if approved by the Mayor, ~~or~~ department head, **and/or immediate supervisor** so authorized to approve such leave. ~~Immediate family members include spouse, children, parents, in laws, and siblings, including legal foster children and parents.~~
4. Employees may jeopardize the health of others because they have been exposed to a contagious disease. This must be certified by a qualified doctor's certificate.

Employees shall notify their immediate supervisor **via text message, phone call, or email** at the earliest possible time prior to the start of their shift **but at least one (1) hour prior to but no later than two (2) hours after** the beginning of their regular work day of their absence due to illness. Every effort shall be made to notify the supervisor at the earliest possible time.

To prevent abuse of sick leave privilege, ~~the Mayor and department heads~~ **employees** are required to ~~satisfy themselves that the employee is genuinely ill before paying sick leave. Any absence may require a doctor's certificate, and obtain and turn in a doctor's note to their~~ **immediate supervisor, department head, or mayor** for any absence in excess of three (3) workdays. ~~may also require a doctor's certificate to return to work (if, in the opinion of the immediate supervisor, such action is deemed appropriate).~~

Leave deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled days off. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement. When an employee is on "leave without pay" for fifteen (15) days during any calendar month, no sick leave accumulates. An employee shall not accumulate sick time if the employee does not work 30 consecutive **regularly scheduled work business** days.

After employees have exhausted their accrued sick leave, "leave without pay" may be granted at the discretion of the Mayor. Also, employees may be placed on special "leave without pay", or they may be terminated if unable to perform their job or another job with or without a reasonable accommodation. Should employees later be able to return to work, upon presentation of certification by a doctor, they shall be given preference for employment in a position for which they are qualified, with a recommendation by the department head and the approval of the Mayor.

Sick leave does not accrue while on short term or long term disability.

Employees may not borrow against future sick leave or transfer earned sick leave to another employee. The only allowable transfer would be for the approval of sick bank hours.

Page 30

BEREAVEMENT LEAVE

Regular full-time and regular part-time employees shall be allowed three (3) days, **twenty-four (24) hours pay for full-time and twelve (12) hours for part time employees, leave with pay for the death of an employee's spouse, parents, in-laws, children, stepchild, grandchild, grandparents, siblings, stepparents, foster parents, or parents-in-law. One day of leave with pay will be allowed for the death of other members of the employee's immediate family, as defined under Nepotism herein.** An extra day may be allowed when out of state travel is required, as approved by the employee's department head and supervisor or the mayor. Any employee who wishes to take time off for death of family or friends not defined within this section will be allowed to take any accumulated paid time off, as defined as compensatory time, vacation time, or sick leave, for a period not to exceed three (3) days. In the event the employee does not have enough paid time off employees may seek approval from the mayor for temporary "leave without pay."

Sorry I missed the Workshop Meeting. If I had looked at the agenda, I would have given you the attached information to allow Council to make a decision based on the needs and taxpayer dollars of the residents of Ashland City. If at all possible, could we add this to the council packet and let council know the information has been added?

3 Key points that council should consider in this vote:

1. In one month, \$159 of taxpayer money was lost to service other areas of the county. Based on 1 month estimate, this could be \$1900 a year.
2. With the new contract, the state will hold our \$5 fee for a couple of months starting in January.
3. Our codes department requested 0 information about the 12 electrical permits pulled within the city limits.

A look at the past month:

November 2019	# of Permits	Revenue	Expense	Actual Income
Total Permits Sold	118	\$590.00	\$767.00	(\$177)
<i>Sold 12 permits to addresses within city limits.</i>				
City Tax Payer Cost to service outside of City Limits	106	\$530.00	\$689.00	(\$159)
Revenue: # of Permits * \$5 Expense: Average Employee Hourly Wage/20 min * # of Permits Average Employee Hourly Wage: 3 employees who normally type permits Actual Income: does not take into consideration cost of supplies and technology.				

New Contract Key Points:

- 4 year contract January 2020 through December 2024
- Information and all money will be processed through state sites. City will be reimbursed on a monthly basis.

Thanks,

Gayle Bowman, CMFO

Financial Manager
615-792-4211 ext. 5222

Town of Ashland City

101 Court Street
Ashland City, TN 37015
www.ashlandcitytn.gov



Electrical Permits Overview

A look at the past month:

November 2019	# of Permits	Revenue	Expense	Actual Income
Total Permits Sold	118	\$590.00	\$767.00	(\$177)
<i>Sold 12 permits to addresses within city limits.</i>				
City Tax Payer Cost to service outside of City Limits	106	\$530.00	\$689.00	(\$159)
Revenue: # of Permits * \$5 Expense: Average Employee Hourly Wage/20 min * # of Permits Average Employee Hourly Wage: 3 employees who normally type permits Actual Income: does not take into consideration cost of supplies and technology.				

New Contract Key Points:

- 4 year contract January 2020 through December 2024
- Information and all money will be processed through state sites. City will be reimbursed on a monthly basis.

Major Differences from Current Contract:

- \$5 processing fee processed through City system and deposited next day.

3 Year Review:

Fiscal Year	# of Permits	Revenue	Expense	Actual Income
FYE 2017	1051	\$5,255	\$6,832	(\$1,577)
FYE 2018	1117	\$5,585	\$7,261	(\$1,676)
FYE 2019	1226	\$6,130	\$7,969	(\$1,839)
Revenue: # of Permits * \$5 Expense: Average Employee Hourly Wage/20 min * # of Permits Average Employee Hourly Wage: 3 employees who normally type permits Actual Income: does not take into consideration cost of supplies and technology.				



STATE OF TENNESSEE
 DEPARTMENT OF COMMERCE AND INSURANCE
 500 JAMES ROBERTSON PARKWAY
 NASHVILLE, TENNESSEE 37243-5065

Issuing Agents for Electrical and/or Residential Permits New Online Permitting System Starting January 1, 2020

As an Issuing Agent for the State of Tennessee your service is greatly appreciated. There will be changes to the State of Tennessee, Department of Commerce and Insurance contract with your company for the provision of the issuance of building and/or electrical permits. Fire Prevention's Permits & Licensing Section will transition from paper permits to online permits to make the permitting process more accessible to the citizens of Tennessee. Historically, you have retained the issuing agent fee then remitted the permit fee to the Department via check or money order. The new online system will require issuing agents to enter payments (permit fee plus the issuing agent fee) into the State's online electronic portal. The State will then reimburse issuing agents for the issuing agent fees.

To continue as an Issuing Agent for the State please follow the steps detailed below:

1. Review, sign and return the attached *Contract* by email to ci.procurement@tn.gov or mail to the address below – to be received **no later than October 15, 2019**:

Department of Commerce and Insurance, Legal Division
 Attention: Laura Hartsfield, Assistant General Counsel
 500 James Robertson Pkwy
 Nashville, TN 37243

* The Program will provide more details regarding the termination of current contracts at the regional training events.

2. Complete, sign and return with the signed contract, the *Qualifications Evidence Guide* (Attachment A); *Statement of Certifications and Assurances* (Attachment B); and return one or both *Application(s)* (Attachment C);
3. Maintain internet service and a computer or tablet with internet browser capabilities, or other similar technology approved by the Department, for accessing the State's online portal;
4. Maintain equipment and materials to print permits or send permits via electronic mail;
5. Register for a Supplier ID in the Edison eSupplier system. Click and follow the steps on this online link:

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h?tab=PAPP_GUEST

For assistance with registration in the Edison eSupplier system contact Supplier Maintenance at (615) 741-9745 or email Supplier.Maintenance@tn.gov.

** Supplier ID numbers are a requirement of the State. If you do not register of the ID number, the State will not be able to reimburse you for the issuing agent fee.

6. Complete the attached *W9* and *Supplier Direct Deposit Authorization* forms. Follow the instructions within the form carefully. Mail both the *W9* and the original *Supplier Direct Deposit Authorization* directly to the Department of Finance and Administration at the following address:

State of Tennessee
 Supplier Maintenance, 21st Fl. WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

7. Provide a copy of your Tennessee Department of Revenue *sales and use* tax certificate or letter of exemption. To register with the Department of Revenue visit the Department of Revenue's TN Taxpayer Access Point Online Portal at <https://tnlap.tn.gov/eservices/> #1. Should you require assistance call (615) 253-0600 or call this number toll free 800-342-1003.

EVENT	DATES
1. Returned signed Contract and required attachments	No later than October 15, 2019
2. Regional Training Event - East Tennessee	December 4, 2019 – Sweetwater December 5, 2019 – Morristown
3. Regional Training Event – Middle Tennessee	November 19-20, 2019 – Nashville
4. Regional Training Event – West Tennessee	November 18, 2019 – Jackson
5. New Contract Effective	January 1, 2020
6. New Online Payments Accepted	January 2020

*** Regional Training Event locations to be announced by the Fire Prevention program. Details soon.

Should you have questions or concerns email us at ci.procurement@tn.gov or call Laura Hartsfield at (615) 532-6308 or Tammy Emery at (615) 741-8556.

THE STATE OF TENNESSEE IS COMMITTED TO THE PRINCIPLE OF EQUAL OPPORTUNITY. EQUAL ACCESS AND AFFIRMATIVE ACTION. DISCRIMINATION ON THE BASIS OF AGE, RACE, SEX, COLOR, RELIGION, NATIONAL ORIGIN, DISABILITY OR ANY OTHER NON-MERIT FACTOR IS PROHIBITED.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Contractor," is for the issuance of state electrical and/or building permits, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID #

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Before issuing any electrical or building permits, the Contractor shall provide, on a declaration form provided by the State, the amount the Contractor will charge for its issuing agent fee, as permitted by Tenn. Comp. R. & Regs. 0780-02-01 and/or Tenn. Comp. R. & Regs. 0780-02-23. Changes to the issuing agent fee shall be made in writing, on the appropriate form; submitted; and approved by the State prior to the issuing agent fee change.
- A.3. The Contractor shall collect a permit fee for each electrical and/or building permit issued at the amount set by corresponding Tenn. Comp. R. & Regs. 0780-02-01 and Tenn. Comp. R. & Regs. 0780-02-23.
- A.4. The Contractor acknowledges that all fees (both permit and issuing agent fees) collected from the sale of electrical and/or building permits are State funds and shall be remitted in whole to the State. The State shall reimburse the issuing agent fee to the Contractor once the State confirms all monthly funds have been collected by the State. The Contractor shall receive, make proper disposition, and account for all monies collected for electrical and/or building permits issued as follows:
- a. The Contractor shall manually enter the appropriate payment information (check, credit/debit card, or cash) directly into the online portal provided by the State.

If fees are paid in cash by the applicant, the State will send an invoice to the Contractor at the end of the month noting the amount of funds that are due to the State. Contractor shall send the invoiced State funds (both permit fee and issuing agent fee) to the State. The State will reimburse the Contractor's issuing agent fee.
 - b. If the Contractor does not have internet capabilities, the Contractor shall obtain written approval from the Director of Permits and Licensing to issue electrical and/or building permits. Contractor shall be responsible for collecting all State funds (both permit fee and issuing agent fee). The Contractor shall send all State funds to the address provided on the written approval monthly. Once all State funds are received, the State will reimburse the Contractor's issuing agent fee.
 - c. The Contractor shall not store, save, or keep an applicant's payment information. All payment information shall be immediately entered into the online portal. The Contractor agrees and understands that storing, saving, or keeping an applicant's payment information shall constitute grounds for immediate termination of this Contract.
 - d. The Contractor shall not issue refunds on electrical and/or building permits. If a refund is requested, the Contractor shall direct the applicant to contact the State directly.
- A.5. Upon receipt of the appropriate permit and issuing agent fees, the Contractor shall issue electrical and/or building permits to qualified individuals as determined in Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23.

- A.6. Upon termination of the Contract, or amendment to the Contract terminating a specific issuing agent location, the Contractor shall immediately return all State materials entrusted to the location by the State, including but not limited to, any outstanding State funds.
- A.7. The Contractor agrees to maintain compliance with the following standards:
- a. The Contractor's place of business is located in Tennessee or a state contiguous to Tennessee, so that services provided hereunder are made available to citizens of Tennessee;
 - b. The Contractor, and its designated employee(s), are not a convicted felon;
 - c. The Contractor, and its designated employee(s), are at least 18 years of age; and
 - d. In accordance with Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23, the Contractor, and its designated employee(s), are not related by blood or marriage, or financially associated with, any official of the Department of Commerce and Insurance.
- A.8. For an Electrical Permit Issuing Agent, the Contractor agrees by signing the Contract that the Contractor is not an electrical inspector employed by Federal, State, or Local Government; or private industry; or an immediate family member of an electrical inspector.
- A.9. For a Building Permit Issuing Agent, the Contractor agrees by signing the Contract, that the Contractor is not a State Deputy Building Inspector or an immediate family member of a State Deputy Building Inspector.
- A.10. The Contractor may issue electrical and/or building permits from the following location(s):
- City Hall
101 Court Street
Ashland City, Tennessee 37015
- A.11. Contractor shall possess and maintain internet service and a computer or tablet with internet browser capabilities, or other similar technology approved by the Department, which allows for accessing the State's online portal. Contractor shall also possess and maintain equipment and materials to print permits or send permits via electronic mail.
- If Contractor does not have access to internet capabilities, it shall obtain the appropriate approvals as set forth by Section A.4.b.
- A.12. Contractor is responsible for providing its own legal representation in all legal matters. The Department does not represent the Contractor. If the Contractor becomes a party to a suit, relative to the services included in this Contract, it shall notify the Department within fourteen (14) calendar days of notification of the suit.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on January 1, 2020, ("Effective Date") and ending on December 31, 2024 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchase of any goods or services under the Contract is unknown. The State estimates the purchases during the Term shall be Thirty-Two Thousand Dollars (\$32,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract.
- C.2. Compensation Firm. The payment rates and the estimated liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. **Payment Methodology.** Upon receipt by the State of the permit fee(s) and issuing agent fee(s), the State shall reimburse the Contractor's issuing agent fee on a monthly basis. This issuing agent fee is set by the declaratory form provided to the State by the Contractor, as set forth in Section A.2. Issuing agent fees shall not exceed the payment methodology for goods or services authorized by the State, as set forth below:
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be reimbursed based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Issuing Agent Fee for Electrical Permits	Up to \$ 5.00 per permit
Issuing Agent Fee for Building Permits	\$ 15.00 per permit

- C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. **Invoice Requirements.** The State shall invoice Contractor for permit and issuing agent fees paid in cash to the Contractor and for the amount stipulated in section C.3., above. Invoices shall be presented monthly to:
- Kellie Reed, City Recorder
Town of Ashland City
P.O. Box 36
101 Court Street
Ashland City, Tennessee 37015
kreed@ashlandcitytn.gov
Telephone: (615) 792-4211
- C.6. **Payment.** A payment by the State shall not prejudice the State's right to object to or question any payment or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount reimbursed.
- C.7. **Retention of Reimbursement.** The monthly reimbursement of issuing agent fees may be withheld by the State until all State funds (permit and issuing agent fees) have been remitted under this Contract. Once all State funds have been received by the State, the State shall release reimbursement to the Contractor.
- C.8. **Prerequisite Documentation.** The State shall not reimburse the Contractor under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et. seq.*, addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury,

that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.22. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Michael Morelli, Director of Permits and Licensing
 Department of Commerce and Insurance
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, Tennessee 37243
 Michael.Morelli@tn.gov
 Telephone: (615) 741-7170
 FAX: (615) 253-4895

The Contractor:

Kellie Reed, City Recorder
 Town of Ashland City
 P.O. Box 36
 101 Court Street
 Ashland City, Tennessee 37015
 kreed@ashlandcitytn.gov
 Telephone: (615) 792-4211

Rebecca Cohen, Office Clerk
 Town of Ashland City
 P.O. Box 36
 101 Court Street
 Ashland City, Tennessee 37015
 rcohen@ashlandcitytn.gov
 Telephone: (615) 792-4211

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a. - d.
- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this

Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, INTERIM COMMISSIONER

DATE



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION
(NOT WIRE TRANSFERS)**

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".
State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

SECTION 1: TYPE OF REQUEST		
<input type="checkbox"/> New		
<input type="checkbox"/> Change Existing Account: Enter Existing Routing No: <input type="text"/> Existing Account No: <input type="text"/>		
SECTION 2: ACCOUNT HOLDER INFORMATION		
Name (as shown on your income tax return): <input type="text"/>		
Business Name, if different from above: <input type="text"/>		
Federal Employer Identification Number (FEIN): <input type="text"/> or Social Security Number (SSN): <input type="text"/>		
Enter the address that should be associated with the account number:		
Address Line 1: <input type="text"/>		
Address Line 2: <input type="text"/>		
City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>
Contact Name: <input type="text"/>	Telephone: <input type="text"/>	
Enter the email address to which the remittance advices should be routed:		
Email: <input type="text"/>		
SECTION 3: AUTHORIZATION		
Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes <input type="radio"/> No <input type="radio"/>		
Account Type: Checking <input type="radio"/> Savings <input type="radio"/>		
Financial Institution Name: <input type="text"/>		
Routing Number: <input type="text"/>	Account Number: <input type="text"/>	
I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.		
Authorized Signatory Printed Name: <input type="text"/>		
Authorized Signature: <input type="text"/>	Date: <input type="text"/>	
SECTION 4: FINANCIAL INSTITUTION VERIFICATION		
I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.		
Representative Name: <input type="text"/>	Representative Signature: <input type="text"/>	
Title of Representative: <input type="text"/>	Date: <input type="text"/>	
Business Fax Number: <input type="text"/>	Business Phone Number: <input type="text"/>	
Mailing Address: <input type="text"/>		
City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS
(NOT WIRE TRANSFERS)**

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the state in a timely manner. Electronic signatures are not accepted.

SECTION 1: TYPE OF REQUEST

- Check the appropriate box.
 - New: Initial set up of supplier direct deposit.
 - Change Existing Account: Bank account information will not be changed unless the existing routing and account numbers currently on file with the state have been entered.

SECTION 2: ACCOUNT HOLDER INFORMATION

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the business has different locations, each with separate bank accounts, enter the address of the location to which this account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

SECTION 3: AUTHORIZATION

- All fields in this section must be completed.

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

- This section must be completed by the financial institution representative.

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

Cancellation of Direct Deposit

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.

Supplier Aid: CPO Requirements of Registration with the Department of Revenue

Purpose

The purpose of this job aid is to provide information on requesting a certificate of registration (or exemption) for sales and use tax. This aid is intended for Suppliers needing to verify existing certification or register for new certification.

Revenue Registration Requirement

Suppliers must be registered with the Tennessee Department of Revenue for Sales and Use Tax under Tenn. Code Ann. § 12-3-306(a) (2013). Tennessee's tax laws require dealers to register for sales and use tax. This applies to in-state dealers and also to certain out-of-state dealers, who, because of their in-state activities, are required to collect Tennessee's sales and use tax. The following activities, when performed in Tennessee, would require a company to register to collect and remit sales and use tax:

- Using in-state solicitors, whether employees, agents, or independent contractors
- Conducting in-state promotional activities by company personnel, including participation in trade shows
- Having a subsidiary of your business physically present in Tennessee acting as an agent for you, as an out-of-state dealer or conducting activities in Tennessee on your behalf.
- Using company-owned trucks or using carriers acting as an agent for the seller
- Maintaining a store, office, warehouse, showroom, or other place of business in words Tennessee
- Leasing or renting tangible personal property in Tennessee
- Repairing, installing, or assembling tangible personal property in Tennessee, or the use of an agent or independent contractor performing those services
- Providing telecommunication services to subscribers located in Tennessee
- Providing any taxable service in Tennessee

These activities are listed as a general guideline and do not attempt to address every activity performed by a company that could require collection and remittance of sales or use tax. There are also exceptions that may apply.

The Central Procurement Office requires Suppliers to obtain either a certificate of registration to collect sales and use tax, or a letter from Revenue stating the Supplier is exempt from paying sales and use tax prior to being awarded a contract or issued a purchase order.

Obtaining a Certificate or Exemption Letter

Suppliers, who need a copy of their certificate of registration and already have a sales and use tax account number, can call the help number provided for assistance:

- Line open between 7:00AM - 8:00PM CST M-F
- Nashville-area and out-of-state: (615) 253-0600*
- Statewide toll-free: (800) 342-1003*

**Subject to closures on holidays*

Suppliers who need to register for sales and use tax should visit the Tennessee Department of Revenue's website at <https://tntap.tn.gov/EServices/>.

Suppliers who need to check eligibility of exemption should go to [.....](#) and click on the "TN Vendor Contract Registration" link near the middle of the page. Fill out the survey and click "next". If the Supplier is ineligible for exemption, a box will pop up stating so. If eligible for exemption, it will proceed to the next page.

The web-page at <https://www.tn.gov/content/tn/revenue/taxes/sales-and-use-tax.html> further explains the process and how to receive the proof of sales tax exemption letter.



Tennessee Department of General Services, Authorization No. 321263.
Electronic only. This public document was promulgated at a cost of \$0.00 per copy. February 2018.



State of TN CPO Training & Compliance: Registering to do Business with the State of Tennessee Job Aid

Purpose

The purpose of this user guide is to provide assistance with properly registering your business in the State's Procurement System - Edison.

Introduction

Follow the instructions outlined below to register to do business with the State of Tennessee. This job aid contains the following how to information:

- register in Edison
- create a user account


Registering as a Supplier

If your company has never done business with the State of Tennessee, you will need to register. It is recommended that a company be registered in Edison to bid on any solicitation listed with the State of Tennessee. The colored links below will take you directly to the Supplier Information webpage for additional information. The following documents and information are required to register as a supplier:

- Tax identification Number
- [Current W-9 documentation](#)
- Certificate of Registration or Exemptions from the Department of Revenue
- [Direct Deposit Authorization form](#)

Follow these steps to register as a Supplier.

- Click on the link provided to access the main supplier screen:
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST.
- In the middle section, Welcome to the Edison Supplier Portal, click on the **Register as a Supplier** link.



Welcome to the Edison Supplier Portal.

This is the central access point for our suppliers and business partners to view valuable information related to conducting business with us. In addition, active suppliers and business partners may also log in to our secure system from this portal to access current transaction information for their accounts.

Do you have an existing Edison Access ID (formerly Edison eSupplier username)?

Click on **Sign In** to login to the Edison Supplier Portal.

Looking to do business with the State of Tennessee?

In order to bid on a contract, you **MUST**:

1. **Register as a Supplier**
2. Ensure that a completed **IRS-W9 Form** is attached to your registration.
3. (optional) Fill out a **Direct Deposit Authorization Form** to have payments conveniently deposited into your bank account automatically.

If you have a Supplier ID and need new or additional Edison Access IDs, click **Create New User Accounts**. Your Tax Identification Number is required.

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov.

Statewide Contract Information Links:

- [Statewide Contract \(SWC\) Search](#)
- [Statewide Contract Line Details \(Excel Download\)](#)

Procurement Agency Links:

- [Central Procurement Office](#)
- [RFP Listing](#)
- [Tennessee Department of Transportation](#)
- [Payment Contact Information by Agency](#)
- [Vendor Community](#)

Important Notifications:

- [Notice to Suppliers- Public Chapter 730](#)

Step 1 - Welcome

- Select the type of supplier that describes you.
 - **Individual** – this indicates that you will be registering with a Social Security Number
 - **Business** – this indicates that you will be registering with a Federal Employer Identification Number (FEIN)

- Click **Next** to advance to Step 2.

NOTE: Once you begin the registration process, if you find you are not able to finish, you may click the **Save for Later** box at screen bottom, right hand side.

When you return, just click on the **Continue from where you left** option circled in blue.

- To continue, you will need your **Registration ID** which may be found in your registration email from Edison and your **Tax Identification Number**.

Step 2 – Identifying Information

The **Identifying Information** screen is used to provide general information. Required fields are indicated by an asterisk*.

- Enter the **Tax Identification Number**.
- Enter the **Entity (Individual or Company) Name**.
- If the company has a website, enter it <http://URL>.

While you need to answer all the **Profile Questions**, below are special instructions for the first two statements.

- In the first statement, use the "paper clip" icon to upload and attach IRS W-9.

- In the second statement, use the magnifying glass "look up" icon to search for the products or services you offer.

➤ Click on all that apply.

➤ When finished, click **Return**.

➤ Finish answering remaining questions.

List Line Number	List Item
1 <input type="checkbox"/>	Rental-includes office space, equipment, hotel room, etc
2 <input type="checkbox"/>	Medical Srv-includes vet, mental health, med transport, etc
3 <input type="checkbox"/>	Medical Staffing Service
4 <input type="checkbox"/>	Attorney Fees
5 <input type="checkbox"/>	Services-includes process server, advertising, day care, etc
6 <input type="checkbox"/>	Utilities-includes propane, cell, internet, cable, etc
7 <input type="checkbox"/>	Water delivery service
8 <input type="checkbox"/>	Supplies/Materials-includes office supplies, Rx, DME, etc
9 <input type="checkbox"/>	Set up charge/service agreements sold separately
10 <input type="checkbox"/>	Subscriptions/publications-print/online subscription, etc
11 <input type="checkbox"/>	Dues- professional/organizational dues
12 <input type="checkbox"/>	Other- please explain in the comments section

Return

Profile Questions ?

✓ Attach current version of IRS W-9 [Add Attachment](#)

✓ Products/Services Offered: Click magnifying glass to select answer(s)

✓ Are any employees/owners of this firm currently or previously employed by the state of Tennessee (within the past 6 months)?

✓ If answered "Yes" to Question 3, please list these employees including name, social security number, and position within your firm including ownership

✓ Has there has been an ownership change within the past two years?

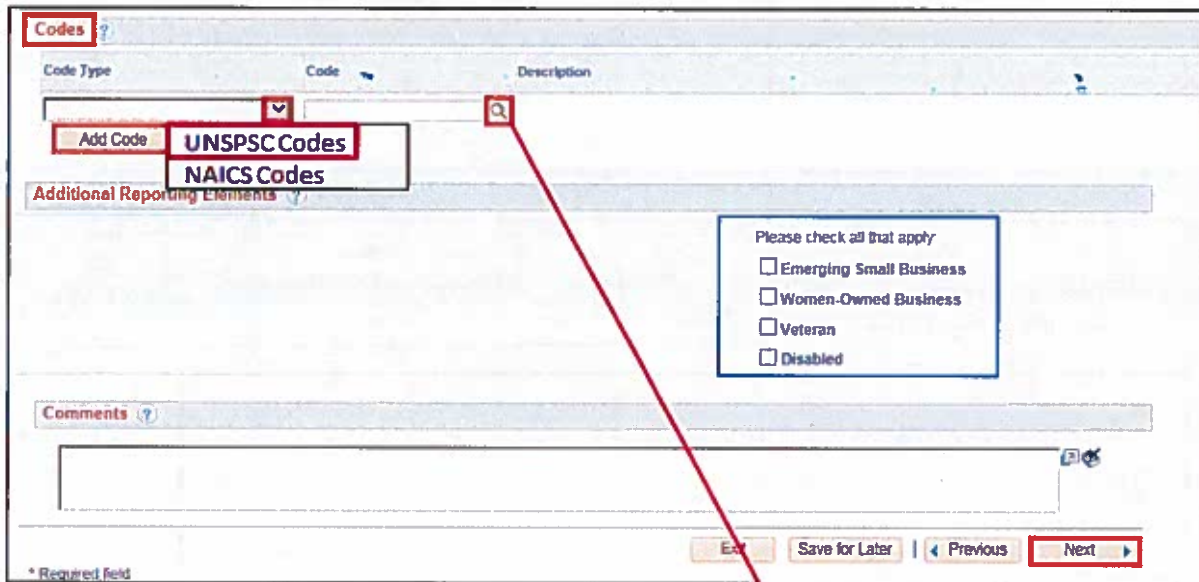
✓ Date of Incorporation, if applicable

✓ State of Incorporation, If applicable

✓ Has a performance penalty ever been assessed against the organization or any of the principle owners?

Continue to the **Codes** section.

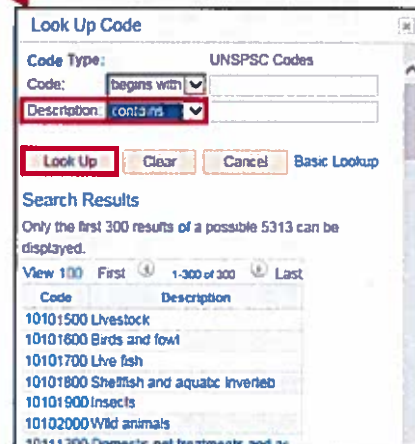
- Click drop down menu beside **Add Code** and choose **UNSPSC Codes**. These are commodity codes used by the State to identify the goods or services the company will provide.
- Click on the magnifying glass “look up” icon.



- When **Look Up Code** opens, choose drop down menu beside **Description**, click **contains**, type in your brief description and click **Look Up**.

This code will populate into your **Add Code** section. You may add as many codes as necessary. Just click on **Add Code** each time and a new line will open.

- When you are finished, click **Next** to continue to Step 3.



Step 3 - Addresses

This screen is used to enter the address information of the business/individual. The address provided here should be the **main address** of the individual or the headquarters of the company.

- Enter the address in the **Address 1** line.
- Enter the **City**.
- Enter the **Postal (Zip) Code**.
- Use the magnifying glass **"look up"** icon for the **State** field.
- Enter a valid **Email Address**.
- Under the **Other Addresses** tab, check the **Remit To Address** box for remission if payment should go to a different address.
- Click **Next** to move to Step 4.

Addresses - Step 3 of 6

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov

Primary Address ?

* Country United States

*Address 1 ✓

Address 2

Address 3

*City ✓

County *Postal ✓

*State Q

*Email ID

Other Addresses ?

Check boxes below to indicate addresses that are different from your Primary Address above

Remit To Address
Address for remitting payment

✓ * Country United States

✓ *Address 1

Address 2

Address 3

✓ *City

County *Postal

✓ *State Q

✓ *Email ID

Exit Save for Later | Previous Next

Step 4 – Contacts

- Click **Add Contact** to add additional contact information.

- Fill in all necessary information.
- **NOTE: Requested User ID** is usually the name of the company after the TN@. Example: TN@thecompanyname .
- Click **OK**.
- Click **Next** on main screen.

Step 5 – Payment Information

- **NOTE:** Click here to download the [Direct Deposit Authorization](#) form. *The original copy must be signed by bank personnel and mailed to the address on the form.*
- Fill in the **Email Address** on this page.
- Click **Next**.

The screenshot shows a web interface for 'Payment Information - Step 5 of 6'. At the top, a navigation bar includes 'Welcome', 'Identifying Information', 'Addresses', 'Contacts', 'Payment Information' (highlighted), and 'Submit'. Below the navigation bar are buttons for 'Exit', 'Save for Later', 'Previous', and 'Next'. The main content area contains a red-bordered box with the text: 'Direct Deposit, please download the Supplier Direct Deposit Authorization form on the Supplier Portal Home page. Please carefully read the instructions to ensure proper filing and submission.' Below this is a section titled 'Payment Preferences' with a checked checkbox for 'Enable Email Payment Advice' and a text input field for 'Email Address'. At the bottom, there are buttons for 'Exit', 'Save for Later', 'Previous', and 'Next' (highlighted with a red box). A '*Required Field' label is visible at the bottom left.

Step 6 – Submit

The **Submit** and agreeing to the **Terms of Agreement** are the final steps to registration.

- To read the Terms of Agreement, click on the blue link.
- Put a check in the box **Click to accept the Terms of Agreement below**.
- If you would like to review any of your answers click on the **Review** box.
- When you are ready to submit your registration, click **Submit**.

The screenshot shows a web interface for 'Submit - Step 6 of 6'. At the top, a navigation bar includes 'Welcome', 'Identifying Information', 'Addresses', 'Contacts', 'Payment Information', and 'Submit' (highlighted). Below the navigation bar are buttons for 'Exit', 'Save for Later', 'Previous', and 'Next'. The main content area contains instructions: 'Click the "Review" button to review the registration information.' and 'Click the "Submit" button to submit your registration after reviewing and accepting following Terms of Agreement.' Below this is a text input field for 'Email communication regarding this registration will be sent to:' with the value 'kathy.taylor@tn.gov'. A section titled 'Terms and Conditions' contains the text: 'Make sure you read terms of agreement fully before submitting your registration.' and a checked checkbox for 'Click to accept the Terms of Agreement below.' Below this is a blue link for 'Terms of Agreement'. At the bottom, there are buttons for 'Review' and 'Submit' (highlighted with a red box).

You will receive an email containing your registration number. You can expect the approval process to take two weeks or longer. For questions, contact vendormaint@tn.gov or phone (615) 532-5150 and include your registration number in all correspondence.


Creating a User Account

After you have been notified that your account is created in Edison, your business may create a User Account to access your company information.

- Click on the link below to access the Edison Supplier Portal:
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST.
- Click on the **Supplier Portal Home Page** link.



- In the middle section, click on the **Create New User Accounts**.

 **Welcome to the Edison Supplier Portal.**

This is the central access point for our suppliers and business partners to view valuable information related to conducting business with us. In addition, active suppliers and business partners may also log in to our secure system from this portal to access current transaction information for their accounts.

Do you have an existing Edison Access ID (formerly Edison eSupplier username)?

Click on **Sign In** to login to the Edison Supplier Portal.

Looking to do business with the State of Tennessee?

In order to bid on a contract, you MUST:

1. [Register as a Supplier](#)
2. Ensure that a completed [IRS-W9 Form](#) is attached to your registration.
3. (optional) Fill out a [Direct Deposit Authorization Form](#) to have payments conveniently deposited into your bank account automatically.

Create New User Accounts If you have a Supplier ID and need new or additional Edison Access IDs, click **Create New User Accounts**. Your Tax Identification Number is required.

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov

Statewide Contract Information Links:

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Procurement Agency Links

- [Central Procurement Office](#)
- [RFP Listing](#)
- [Tennessee Department of Transportation](#)
- [Procurement Contact Information by Agency](#)
- [Vendor Community](#)

- Enter your **Supplier ID** and **Tax Identification Number**. (If you need to create a user account for multiple entities, click the Add button.)
- Below **User Account Information**, enter your **Requested User ID**. (This is the TN@thecompanyname sign in.)
- Enter your place of business **Email ID** (address) or you may choose to use a general company email account monitored by several people to avoid problems when someone leaves the company.
- The Terms of Agreement are available to read if you click on the blue Terms of Agreement hyperlink. Click the box if you accept them.
- Click **Submit**.

Register New User Accounts

To create a new user, please fill in the information below. Once you have completed the required information, click the "Submit" button to submit your registration for consideration. You will receive an email confirmation shortly after submittal.

If you have any questions or feedback on the registration process, please contact Supplier Maintenance:
615-532-5150
or by email at
Vendormaint@tn.gov

▶ Authentication

Supplier List

*Supplier ID	Tax Identification Number
Add	Forgot your Supplier ID?

User Account Information ?

* Requested User ID	Description
* Email ID	Language Code
Time Zone	Currency Code

Terms and Conditions

Make sure you read terms of agreement fully before submitting your registration.

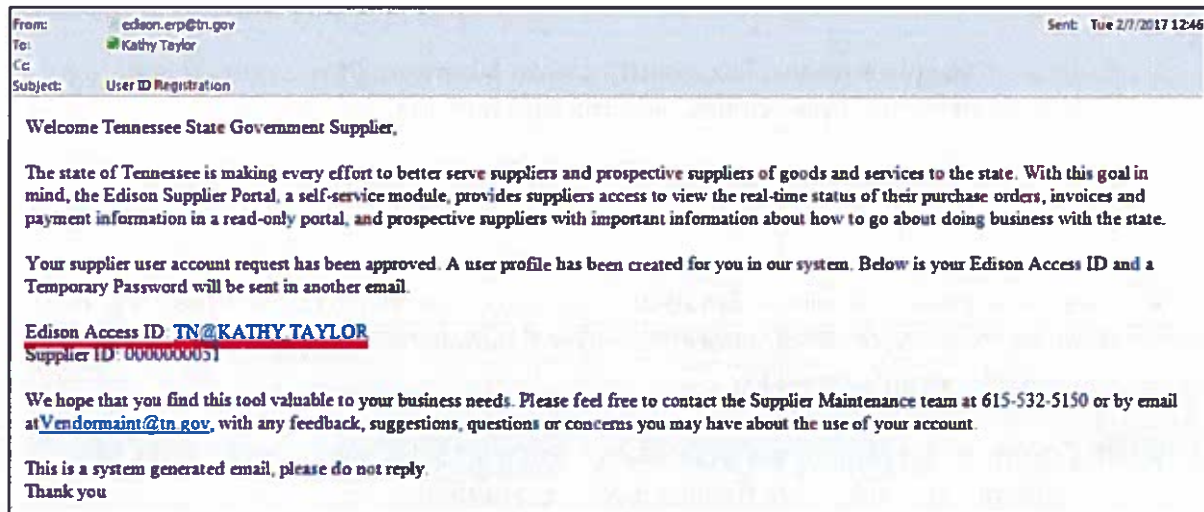
Click to accept the Terms of Agreement below.

[Terms of Agreement](#)

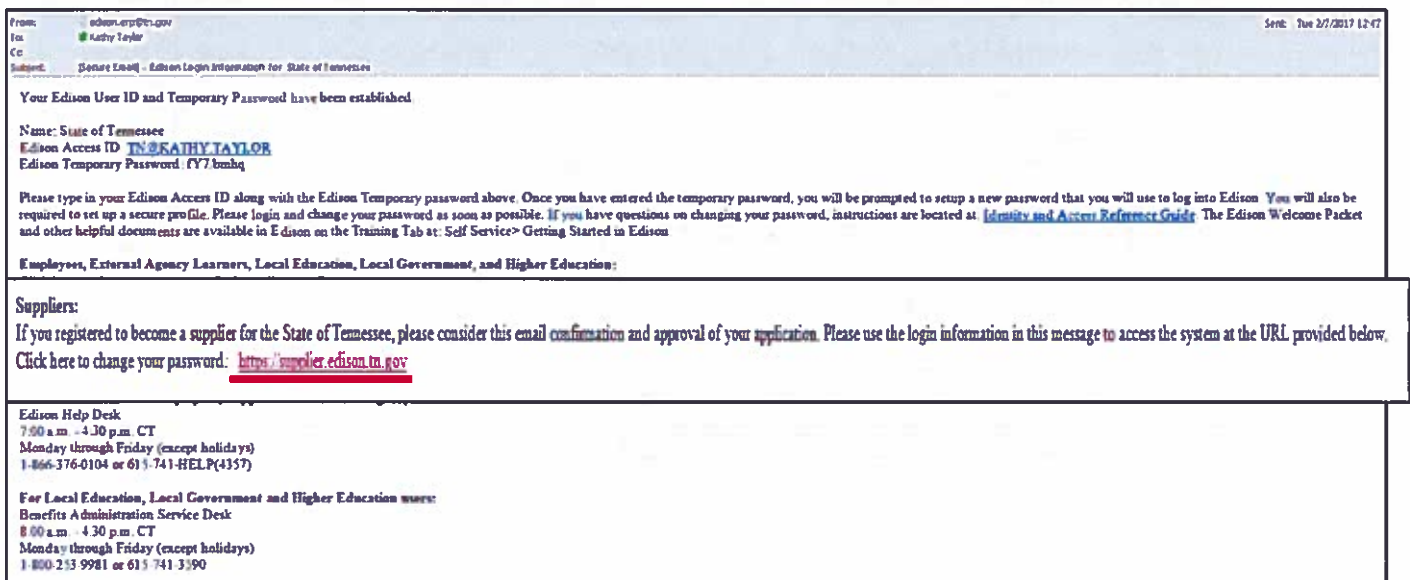
Submit
Cancel

* Required field

After submitting your request, you will receive an email similar to the one below which provides you with your **Edison Access ID**.

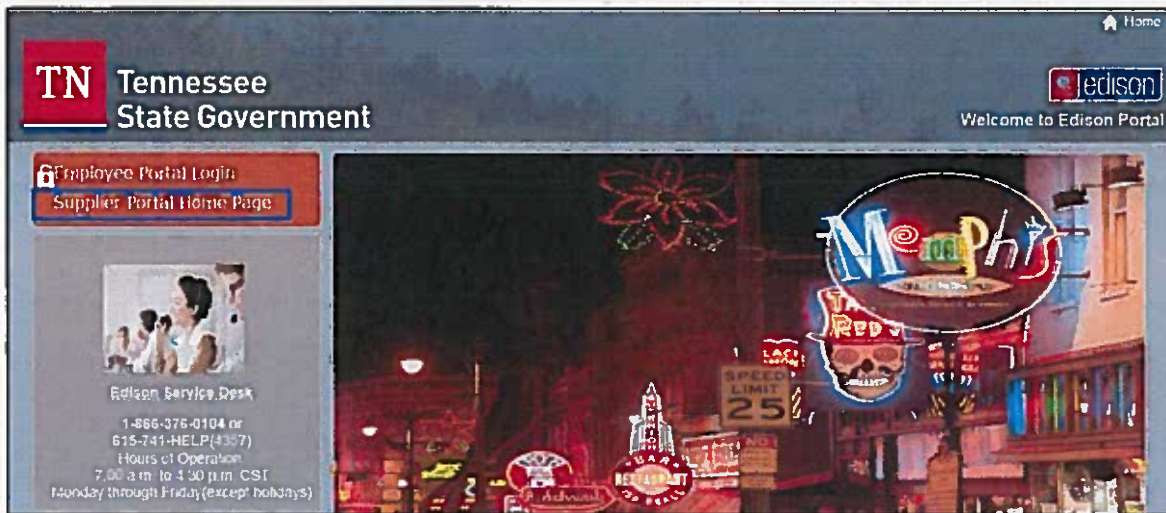


It will be followed by a second email, giving you an **Edison Temporary Password** with instructions to login and change your password as soon as possible.

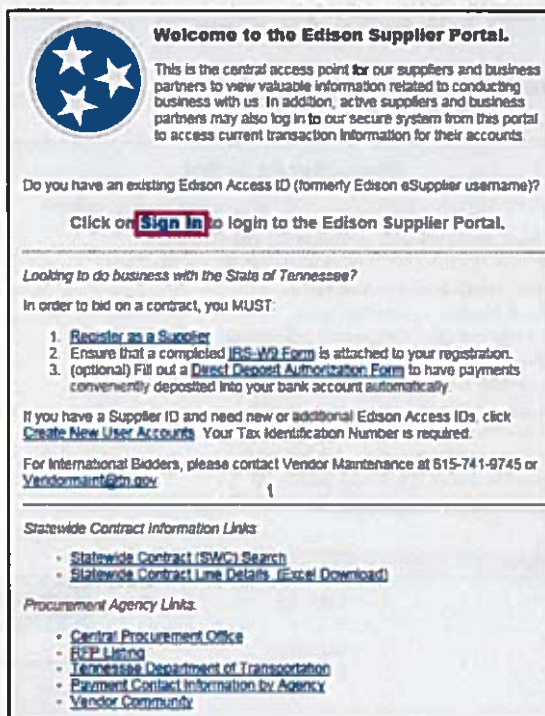


To complete creating your **New User Account**:

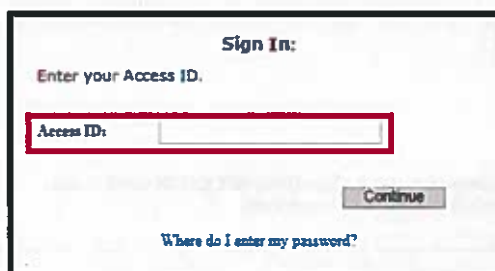
- Click on the **Edison** link provided in the email (above).
- Click on the **Supplier Portal Home Page** link. (Screen shot on page 13.)



➤ When the **Welcome to the Edison Supplier Portal** opens, click on **Sign In**.



➤ Enter your **Access ID**.



- Enter your **Temporary Password**.



- When the Reset Your Password populates, carefully read the requirements for a new password.
- Enter the **temporary password** in the box and click **Enter**.
- The gray shading will move down and you will enter your **New Password** and click **Enter**.
- **Confirm New Password** by entering it again.

Reset Your Password

Please enter your current/temporary password and new password twice below.

A valid password must meet all of the following conditions:

- Password must not contain the following character(s): & . < > % ~ * @
- Password must not match or contain first name.
- Password must not match or contain last name.
- Password must contain at least 2 alphabetic character(s).
- Password must be at least 8 character(s) long.
- Password must contain at least 1 lowercase letter(s).
- Password must contain at least 1 numeric character(s).
- Password must contain at least 1 special character(s).
- Password must contain at least 1 uppercase letter(s).
- Password must not be one of 12 previous passwords.
- Password must not match or contain user ID.

Current/Temporary Password	click to enter	
New Password	click to enter	
Confirm New Password	click to enter	

After confirming your new password, please **ONLY HIT ENTER ONCE** as there is a slight delay while **processing** your new password.

- **Setting up your Security Profile** opens and explains the next three processes that need to be completed. After you read, click **Continue**.

Setting up your Security Profile

Over the next few pages you will be required to set up your security profile. Please take a moment to familiarize yourself with this information before proceeding. Once completed, your security profile will add new layers of security to your account by helping us verify you as a trusted user and help you identify us as a trusted site. After you review this information, please click Continue to get started.

Security Image and Phrase

The security image and phrase feature will help ensure that you are entering your password on a trusted site. You will be required to select an image of your choice, which includes an associated security phrase and the current date and time.

Security Questions and Answers

The security questions and answers feature will help us verify that you are a trusted user when you forget your password or if certain security risk levels are exceeded. You will be required to set up answers for a series of security questions.

One Time Password

The one-time password feature will send a temporary password to an email address of your choice when security risk levels are high or if you forgot your password. The email address may be a work or personal address.

Please click Continue to set up your security profile. >>> Continue


- To set up your personal security image and security phrase, click the link in blue **Change your image and phrase** at the bottom of the screen.
- When complete, click **Continue**.

Selecting your Security Image and Phrase

The security image and phrase feature is used to ensure that you are entering your password on our official site. The image below is your currently selected security image and phrase where you will enter your password when logging into Edison in the future. To select a different image, which includes an auto-generated phrase, please click Change your image and phrase until you find an image and phrase you like. Once selected, please click Continue to proceed.

Note:

Please remember to never enter your password when logging into Edison unless you see your personalized image and phrase with a current freshness date.



Learn more about your personalized security image and phrase

Change your image and phrase

Continue

- **Security Questions** will then populate. Choose one question at a time and enter your answer in the box.
- Click **Enter**.
- The gray shaded area will move to **Question 2** and you repeat the process until you complete all five questions/answers.

- The final step is to complete the **One-Time Password Registration**.

- If you have further questions for logging into the portal for the first time, please click on the link and view the video.

<https://www.youtube.com/watch?v=lx7NMITi9vs&feature=youtu.be>

Amendment History

Summary of Change

Version #	Modified Date	Modified By	Section, Page(s) and Text Revised
2.0	10/6/2015	Jamil Moore	Modified original per updates from Lorraine L. and Susan M.
3.0	2/25/2016	Kathy Taylor	Formatted to job aid template.
4.0	2/10/2017	Kathy Taylor	9.2 total update - Approved by SME - Lorraine Lassourrelle



UNITED STATES MARINE CORPS
MARINE FORCES
SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NORTH CAROLINA 28542-0116

IN REPLY REFER TO:
3307
G7

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MARINE FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)
AND
THE CITY of ASHLAND CITY, TN and ASHLAND CITY POLICE DEPARTMENT

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the City of Ashland City, TN and Ashland City Police Department for MARSOC to conduct training in City of Ashland City. MARSOC requests that the city grant MARSOC the authority to periodically conduct required training within the City of Ashland City. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. The City of Ashland City, TN and Ashland City Police Department hereby agrees to permit members of MARSOC (to include all military, civilian, and contractor support personnel) to conduct military training, to include [Surveillance, Advanced Communications, Raid, Reconnaissance, Convoy, Foot Movement of Troops and Equipment, Drop Zone, Landing or Pick up Zone, other helicopter operations, and other required training necessary to develop special operations skills within the boundaries of City of Ashland City, TN. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training to be conducted on private property in the above mentioned city will be coordinated with and approved by the property owners involved. This approval is subject to the following:

a. This MOU becomes effective upon execution by the City of Ashland City, TN and Ashland City Police Department and MARSOC and will run for five (5) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOU recognizes that MARSOC

intends to conduct training in the City of Ashland City, TN on multiple occasions over that time period. Prior to conducting any training, MARSOC will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training personnel points of contact, type of training to be conducted, areas to be utilized during training and dates of intended usage (see enclosures (1) and (2)). The information will be provided in order to give the City of Ashland City, TN the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by MARSOC to provide written notice at least thirty (30) days in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, MARSOC will conduct daily liaison with the designated law enforcement personnel.

b. MARSOC shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. 31 U.S.C. Sect. 1341, "The Anti-Deficiency Act", prohibits open-ended indemnification and "hold harmless agreements" by the U.S. Government. However, sovereign immunity is waived if any damages do occur, in order to hold the federal government liable. The U.S. Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. 2733, as applicable, for any injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. The FTCA, and supporting case law, provides several means of recovery for negligent acts of Government personnel. The injured party may submit a claim directly against the U.S. Government; a defendant may implead the U.S. Government as a third-party tortfeasor; or a defendant may later pursue the U.S. Government in a separate indemnity action or claim submission, for any amounts paid to the injured party due to negligence of the U.S. Government. A perfected claim requires a completed U.S. Government Standard Form 95 and proof substantiating the claimed amount. Other documentation may be required on a case by case basis. Claims packages may be submitted to the below offices by email, fax, or standard mail. For required documents, see http://www.jag.navy.mil/organization/code_15_packets_forms.htm. Claims packages may be submitted to the Camp Lejeune Office by standard mail.

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND CITY OF ASHLAND CITY AND
ASHLAND CITY POLICE DEPARTMENT

Commanding General
LSSS-E (Claims)
PSC Box 20005
MCIEAST-MCB
Camp Lejeune, NC 28542-0005

3. For all training exercises, MARSOC, via the officer in charge (OIC) of the exercise, will ensure that local law enforcement is informed of all areas, times, and dates that will be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARSOC staff will embed a liaison element within the Ashland City Police Department that will notify the requisite elements of the Ashland City Police Department of any activity within each district. MARSOC instructors will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The Ashland City Police Department will intervene and act as they deem necessary to handle and resolve any situation.

4. Unless otherwise agreed upon in writing, MARSOC training activities in the City of Ashland City and with Ashland City Police Department will be low-impact and low-visibility. MARSOC activities are not likely to attract undue attention nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. In the event that a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any personnel conducting training about their activities, the personnel conducting training will provide an Exercise Participant Card and Military Identification Card. The personnel conducting training will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all personnel conducting training will comply with instructions from local law enforcement officials and will immediately inform their OIC.

5. Prior to the start of the exercise, MARSOC members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by the Marines conducting this training. Tactical vehicles, Rental and/or government plated vehicles consisting of sedans,

mini-vans, and sport utility vehicles will be utilized during this training.

6. MARSOC personnel conducting training will not conduct concealed carry of firearms at any time during training. MARSOC personnel will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during the course of active training in City of Ashland City, TN without advance notice to Ashland City Police Department.

a. "Active training" does not include transportation of weapons between training locations.

b. MARSOC may be permitted to carry firearms, simulated firearms, or pyrotechnic devices on a case-by-case basis. In such instances, MARSOC will provide a description of the desired activity to the Ashland City Police Department in the required notification letter four weeks prior to commencement of the exercise. MARSOC will coordinate with Ashland City Police Department detailing the starting and ending point of each movement, time of movement, activities to be exercised, make/model/license plate of vehicles, and number of personnel executing activity. The Ashland City Police Department maintains the right to refuse to permit the desired activity. Any refusal will be provided by Ashland City Police Department in writing in response to the notification within two weeks of receipt of the notification of training.

7. All MARSOC personnel will be in civilian attire or military uniforms; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All MARSOC personnel conducting training and exercise staff will obey all traffic laws and posted speed limits. At no time will MARSOC personnel engage in any activity that will put themselves or others in danger, and they will obey all orders from civilian law enforcement agencies. The training exercise will culminate when all exercise participants have departed the City area. The MARSOC OIC will notify the Ashland City Police Department upon completion of the exercise. The MARSOC OIC will provide the City Office a signed copy of this document and a copy of the notification for each training event for the record.

8. Non-Disclosure. City of Ashland City, TN agrees not to disclose any MARSOC tactics, techniques, and procedures, methods of training, or exercise concepts or scenarios that City of Ashland City may learn during discussions with MARSOC about exercises or by observation during the conduct of an exercise.

Additionally, City of Ashland City agrees not to disclose the identity of MARSOC personnel conducting training or, if not active duty Marines, their affiliation with MARSOC (e.g., contracted civilian role players or members of other armed services). Furthermore, City of Ashland City agrees not to disclose the locations or dates of the MARSOC exercises beyond those with a need to know within the City of Ashland City, TN's affiliation.

9. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Ashland City and MARSOC. The representative for MARSOC can be contacted at MARSOC, ATTN: Office of the Staff Judge Advocate, PSC Box 20116, Camp Lejeune, NC 28542-0116 or via phone at 910-440-0928. The representative for the office of the Ashland City Police Department of City of Ashland City can be contacted at Ashland City Police Department or via phone at 615.792.5618, and via email at kenny.ray@ashlandcitytn.gov or jason.matlock@ashlandcitytn.gov .

b. This MOU shall remain in effect for five (5) years from the date of execution of the last signing party. Both the City of Ashland City and Ashland City Police Department and MARSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

Deputy Chief of Staff

Kenny Ray
Ashland City Police Dept.
City of Ashland City

Date: _____

Date: _____



TOWN OF ASHLAND CITY

Staff Report

GENERAL INFORMATION

ITEM TITLE:	U.S. Marine Corps Memorandum of Understanding	<input type="checkbox"/> Discussion Only
MEETING DATE(S):	1st Reading 2nd Reading / N/A.	<input type="checkbox"/> Action Needed:
DEPARTMENT:	Police Department	<input type="checkbox"/> Roll Call
SUBMITTER:	Jason Matlock, Deputy Police Chief	<input type="checkbox"/> Voice Vote

ITEM SUMMARY: Renewal of MOU for Special Ops training

BUDGET IMPACT: None

City Attorney's Recommendation

This space reserved for the city attorney to make notes of changes to contracts and make recommendations for approval.

November 11, 2019
CSR Proposal No. 2019-69

Mr. Scott Sampson
Director of Parks & Recreation Department
233 Tennessee Waltz Parkway
Ashland City, Tennessee 37015

RE: PROPOSAL OF PROFESSIONAL SERVICES FOR A NEW ASPHALT TRAIL CONNECTION IN ASHLAND CITY, TENNESSEE (CHEATHAM COUNTY)

Mr. Sampson,

We appreciate the opportunity to assist with design services for your new trail connection facilities. We understand that your department desires a new trail connection and related site amenities to be constructed by the TN Army National Guard on the existing railroad property in Ashland City. Based on our recent site visit and discussion we understand the basic features that are currently under consideration. The site development will include a preliminary design phase coordinated with the Town's Parks Department and eventually finalize your desired features with all staff input necessary to refine those needs. The basic project description is as follows:

- 2,100 feet +/- of new asphalt trail connection from TN Waltz Pkwy to the rail bridge at Chapmansboro Road
- 10 standard parking spaces and trailhead access at the TN Waltz beginning
- Minimum required grading/drainage/stormwater design
- Ancillary features as defined by continued Town staff coordination (lighting, etc.)

Based upon the above information we submit this proposal for professional services. Please accept this Letter Agreement as our proposal for these engineering and related services.

Phase I - Data Collection & Preliminary: During this phase, CSR Engineering will collect data relevant to the project including additional detailed topographical survey, available railroad property, review local code requirements for the site, and hold meetings with department staff to further understand the project intent. Using this acquired information, CSR Engineering will prepare a set of preliminary plans for the site. The 50% plans will utilized for review, comment, and confirmation of any budgetary considerations.

Phase II - Site Plans: From the approved preliminary plans, CSR Engineering will proceed to final plans for the site. The plans will also be in accordance with local requirements including:

- Site Layout
- Grading & Drainage
- Erosion Prevention and Sediment Control Measures (EPSC)
 - Precludes SWPPP submittal to TDEC for NPDES permit (size limited disturbance)

- Permanent Stormwater Infrastructure
- Pavement
- On-Site Utilities (if required)
- Landscape Plan (as desired)
- Lighting (as desired)
- Site Details

Phase III – Construction: We assume that this phase is provided by the City’s staff or state partner. No costs are provided for this phase of development.

Construction: There is significant variability among clients as to the preferred level of service during construction. Upon agreement of the Town, services can be reduced or omitted if so desired by the County. CSR Engineering services during construction typically include:

- Project Management
- Compaction Testing
- Shop Drawing Review
- Foundation Inspections
- Construction Observation
- Special Inspections
- Concrete Testing
- Asphalt Testing
- SWPPP Compliance / EPSC Inspections
- Building/Site As-Builts

Services provided will be limited to the specific scope of work defined above. In order to keep costs reasonable, some service items have been excluded or limited in this proposal. If the excluded services are needed, they will be added with the mutual agreement of both parties. Specific exclusions include:

- Plat surveys (lot combination)
- Off-site utilities
- Off-site traffic studies or modifications (TDOT)
- Environmental studies or remediation
- Permit Fees
- Sprinkler (by others)
- Property Acquisition
- Construction services

The fee for these services will be a lump sum of \$14,800.00 broken down as follows:

I - Data Collection & Preliminary	\$ Included
II - Site Plans	\$ Included
III - Construction (as needed)	\$ TBD Hourly

CSR's engineering services will be subject to the Terms and Conditions attached as Exhibit "A". We will bill by percentage complete of each phase at intervals determined by progression of CSR efforts. The fee quoted includes compensation for basic services, digital check prints for your review and half-sized hard copies to the stakeholders. Full-sized prints will be supplied as requested and billed at the direct cost for printing with no markup. We will begin work immediately upon tasking approval and will work on a reasonable schedule to submit documents promptly.

Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "J L Reynolds", with a horizontal line extending to the right.

Jason L. Reynolds, PE
Project Manager

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

1. Relationship between Engineer and Client.

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

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

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

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

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

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

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

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

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

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

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

- 7. Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over

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

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

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

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

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

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

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

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

Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

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

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

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

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

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in

part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

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

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

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

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

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

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

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

RIDES AND
CONCESSIONS

AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY
RIVERVIEW, FL 33579

William Purdy, Agreement

612-801-2712

Memorandum of Agreement

- 1 This contract made and entered into this, the 7th day of November A.D., 2019 by and between Amusement Attractions, Party of the first part and Ashland City Summerfest of the Town of Ashland City State of Tennessee party of the second part.
- 2 Witnesseth: That for and in consideration of the sum of one dollar in hand paid to each to the other, the receipt of which in herein acknowledged, and other good valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows:- TO-WIT:
- 3 That party of the first part agrees to present their entire company, consisting of high-class pay shows, riding devices, music, concessions, etc., to the town of Ashland City State of TN for a period of 5 days and nights, commencing June 2nd, 2020 to June 6th, 2020 both dates inclusive. The party of the first part is also to furnish all tickets.
- 4 The party of the second part agrees to furnish all licenses and permits that may be required by law and also a suitable location of grounds known as Soccer Field at River Bluff Park and located at Ashland City, TN and free gate admission tickets for all actual attaches of the party of the first part, if exhibiting where gate admission is charged.
- 5 That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
- 6 That: Party of the first part shall have the exclusive on all rides and games, unless other-wise stated herein, during the life of this contract.
 - a. *That Amusement Attractions to pay 20% of ticket box revenue and will provide accounting record of said fees to the records office.
 - b. Parks and Recreation will provide restroom facilities , trash dumpster, and water connection
 - c. Amusement Attractions will provide insurance certificate to the town of Ashland City, TN P.O. Box 36 Ashland City, TN 37015. (Insurance coverage will be a minimum of \$1,000,000.)
 - d. Amusement Attractions will provide 15-21 rides and 15-21 concessions
 - e. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - f. Amusement Attractions will provide 150 wristbands to the Town of Ashland City for use by employees at no cost.
- 7 That it is mutually agreed by both parties hereto that there is no other contract or promise, either written verbal existing between them, and that this contract is subject to the approval of the above named shows, either by wire or letter.
- 8 In case of sickness or death or the performer, then party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, or the party of the epidemic or any unforeseen occurrence over which the party of the first can not control, then they are not to be held for damages by party of the second part.
- 9 This contract entered into and signed in duplicate in the town of Ashland City State of Tennessee, this the 7th day of November A.D., 2019 by the duly authorized representatives of the parties here to.

AMUSEMENT ATTRACTIONS INC.

By 
Party of the First Part

Organization

By _____
Party of the Second Part

By _____
Title _____

RESOLUTION NO. 2019-

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE
TOWN OF ASHLAND CITY TO ADAPT THE AMERICAN DISABILITY
ACT FACILITIES INVENTORY SELF-EVALUATION AND TRANSITION PLAN**

WHEREAS, the Federal Government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, the governing authority of the Town of Ashland City, in compliance with Title II of the Americans with Disabilities Act (ADA) is required to address the subject of ensuring that the Town of Ashland City's services and facilities are accessible to those with disabilities; and,

WHEREAS, the governing authority of the Town of Ashland City now desires to adopt the "ADA Facilities Inventory Self-Evaluation and Transition Plan" attached hereto as Exhibit "A" and including any attachments thereto, said exhibit being by reference fully included in this resolution as if specifically set out herein;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the said ADA Facilities Inventory Self-Evaluation and Transition Plan is hereby adopted.

We, the undersigned City Council members, meeting in Regular Session on this 10th day of December, 2019 move the adoption of the above resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

Ashland City, Tennessee
American with Disabilities Act
Facilities Inventory Self-Evaluation and Transition Plan

Prepared for:



101 Court Street
Ashland City, TN 37015

Prepared by:



1116 MAIN STREET
PLEASANT VIEW, TN 37146

November 30, 2019

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ASHLAND CITY, TENNESSEE
AMERICAN WITH DISABILITIES ACT
FACILITIES INVENTORY SELF-EVALUATION AND TRANSITION PLAN

1.0 INTRODUCTION/PURPOSE

The Americans with Disabilities Act (ADA) is a federal civil rights law that prohibits discrimination against individuals with disabilities. Under Title II of the ADA 28 CFR 35.105, municipalities such as Ashland City, Tennessee must have a written plan of whether they comply with the requirements of ADA. Title II of The ADA requires that public agencies maintain an ADA Self-Evaluation and Transition Plan which details barriers identified and communicates an action plan for improving accessibility.

Ashland City began the process of reviewing administrative requirements (programs), internal policies, practices and services provided to the public. This part of the self-evaluation involves how policies and practices are implemented, with a determination of where programmatic modifications need to be made to ensure accessibility. In addition, Ashland City has initiated development of an ADA complaint procedure and designated at least one person who is responsible for overseeing ADA compliance.

As part of the self-evaluation process, Ashland City tasked CSR Engineering, Inc. (CSR) located in Pleasant View, Tennessee to conduct the facility inventory as it relates to public rights-of-way accessibility and to prepare a *Facilities Inventory Self-Evaluation Report*. Ashland City provided CSR with an initial facility inventory, related facility programmatic usage and public use activities for buildings and/or physical holdings, the pedestrian access routes and pedestrian circulation paths in the public right-of-way. Findings from the facility inventory will be utilized by Ashland City and the Ashland City ADA coordinator in the overall and ongoing programmatic review of the City's potentially discriminatory practices, policies or structural barriers towards individuals with disabilities.

The facilities self-evaluation inventory and subsequent report were developed based on the information presented in ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), and the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

Facilities evaluated are those buildings and/or physical holdings and the pedestrian access route and pedestrian circulation path in the public right-of-way as defined in both the ADAAG and PROWAG. Specifically, the types of facilities evaluated include: public access areas of buildings, recreational facilities, parking lots, sidewalks, curb ramps, driveway entrances that include ramps and traffic control signals and intersections. The *Facilities Inventory Self-Evaluation Report* identifies barriers to the accessibility of these facilities as defined by the ADA. The report contains a summary of the City's inventory of evaluated buildings, physical holdings and pedestrian facilities in the public right-of-way. The inventory includes measurements and observations collected for each type of facility. The measurement data was used to determine what barriers to accessibility exist and how severe each of those barriers is.

The self-evaluation of City programs and facilities inventory served as the basis to draft the *Ashland City ADA Facilities Inventory Self-Evaluation and Transition Plan*. Prioritizing the deficiencies and conflicts is an important element of the transition plan. A severity ranking was established based on the level of non-compliance and the impact of the barriers on the traveling public. Knowing what the challenges are and where they are located is only part of the information needed to have a plan. The City established a public outreach strategy, to ensure members of the community, especially those with disabilities, had an opportunity to be involved in the decision making. Through public information sessions and survey options, the City received input about the locations that are frequently visited and allowed the public to assist in developing the prioritization to these locations. These priorities along with were used to identify areas of high, medium and low priority. With this knowledge, the City can better plan to address areas with the most egregious problems balanced with the areas of highest use and importance. This plan will out how and when the City will upgrade facilities to achieve compliance with the ADA. When the plan is completed, the City will adapt a resolution to address the ADA barriers and be periodically updated as planned improvements are completed.

2.0 PEDESTRIAN FACILITY INVENTORY

Completing an inventory of all existing buildings, physical holdings and pedestrian facilities in the public right-of-way is the most significant component of the self-evaluation process. The data collected allows the City to determine whether any individual facility meets ADA requirements and to use the information to quantify the severity of defects which impact a facility's accessibility. An understanding of existing defects, combined with priorities expressed by the public, will ultimately serve as the basis to identify and prioritize locations that need accessibility improvements. Ashland City stakeholders such as the municipal departments and the public, after review of the *Facilities Inventory Self-Evaluation Report*, and the identified barriers to accessibility, provided input for prioritization and implementation for improvements. The prioritization method and schedule to complete improvements is included in the *Ashland City ADA Facilities Inventory Self-Evaluation and Transition Plan*.

The inventory-audit approach and process used to assess existing facilities was in compliance with guidelines presented in the ADAAG and PROWAG. In the spring of 2019, CSR field teams began collecting the data for the Ashland City facility inventory. The CSR teams evaluated building and exterior site features and all known pedestrian facilities located in the public right-of-way. The inventory included only those areas of each facility that are open to the public and employee common-use areas. CSR staff recorded, on specific facility forms, a multitude of characteristics and measurements needed to assess the ADA compliance of each. Characteristics were recorded such as lengths and slopes using tape measures and smart levels. For other characteristics, such as the type of traffic control at an intersection or sidewalk material, CSR staff simply observed and recorded the condition.

3.0 INVENTORY FINDINGS

This section includes a summary of identified barriers or deficiencies that hinder compliance with ADA guidelines for each type of facility inventoried. This summary is intended to help assess the state of Ashland City's network of buildings, physical holdings and public rights-of-way pedestrian facilities.

Many facilities that are fully ADA compliant in one measurement category are non-compliant in another. The *Ashland City Facilities Inventory Self-Evaluation and Transition Plan* addresses all of the facilities that are non-compliant in at least one measurement category.

Summary tables have been prepared for evaluated buildings, physical holdings and public rights-of-way pedestrian facilities as described in the Sections below. The tables present the architectural barriers/deficiencies identified. More detailed findings, by facility, are presented in Appendix B.

Facilities Inventory Self-Evaluation Requirements referenced by the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), and the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) are included within Appendix A.

3.1 Public Buildings

The following tables present the public buildings, associated parking lots, sidewalks and curb ramps inventoried for this study and the architectural barriers/deficiencies identified. Example photographs are provided in order to highlight the findings.

3.1.1 Public Buildings-Interior

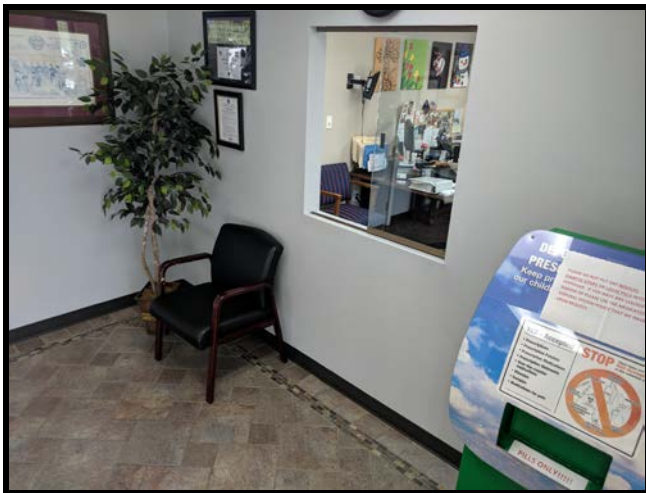
The interiors of four public buildings or physical holdings were evaluated for ADA compliance. Facilities were selected included those clearly open to the public on a daily or continual basis or those specified by Department Directors as a location for public use or event on a non-continual basis. Public access areas such as entries, pathways, service counters, drinking fountains, restrooms, common areas and elevators were inventoried. Items reviewed included, but were not limited to, pathway widths, obstructions, ease of opening/closing doors, turning spaces, signage, safety features, component heights and depths, seating availability and table and bench dimensions. Table 3.1.1 presents a summary of CSR findings. Please refer to Appendix A for specific descriptions and illustrations.

As a result of Ashland City’s programmatic review, certain facilities were excluded from the inventory and therefore, omitted from the facility list provided to CSR. For example, the Fire Department and Water Processing Plant were not evaluated because they are not generally accessible to the public. Other facilities were not inventoried, at the City’s request, due to scheduled removal from public use or planned demolition. For example the City Hall and Fire Station #1 Complex was initially evaluated but later removed for the inventory due to the planned construction of a new complex. Any new replacement structures will include ADA design features.

Table 3.1.1-Public Buildings-Interior

Facility	Location	Observations
Fire Station #2	Fire Department	No public access to interior
Public Works, Parks & Police Complex	Police Dept. Waiting Room	Service Window counter exceeds 38" height

Facility	Location	Observations
	Parks Dept. & Public Works	Service Window counter exceeds 38" height
	Restrooms	No accessibility signage for 2 restrooms; No safety grab bar near toilets; stall door not self-closing
Water Processing Plant		No public access to interior
Senior Center		Compliant



Police Dept. Window Counter Too High



Parks/PW Dept. Restroom, Non-Compliant Signage



Parks/PW Dept. Restrooms, No Safety Handle



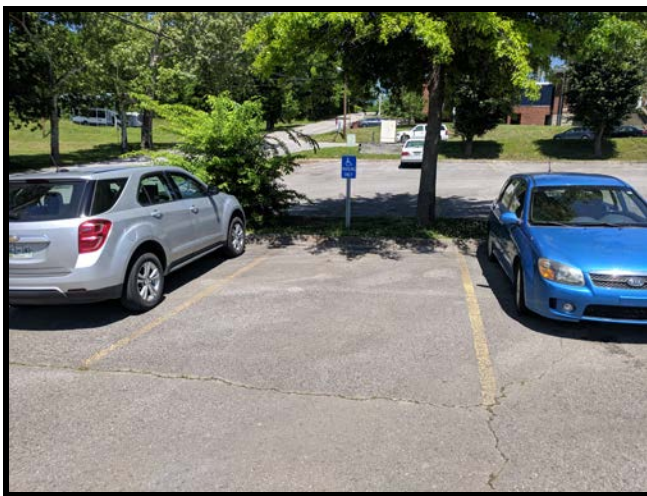
Parks/PW Dept. Service Counter Too High

3.1.2 Public Buildings-Parking Lots

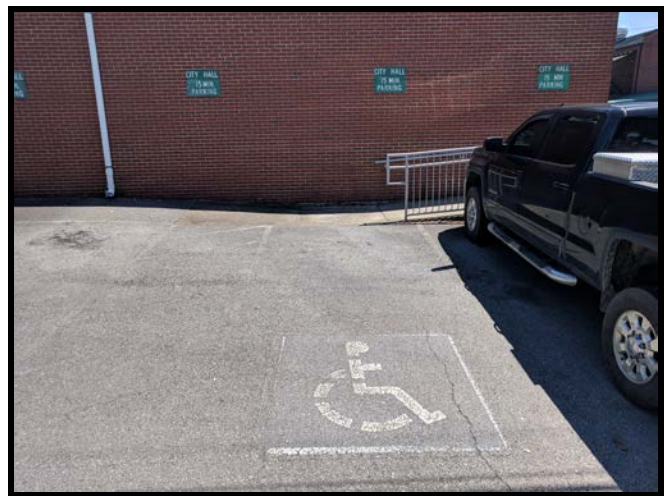
Exterior parking lots for the four facilities were surveyed for ADA compliance. Characteristics such as ADA parking space availability, number of spaces based on lot size, signage, widths, access aisles and proximity to building entry were evaluated. It should be noted that, for facilities that generally do not provide public access (fire Stations), parking lots were evaluated due to shared use between departments located nearby or if the parking lot had already been demarcated for ADA. Table 3.1.2 presents a summary of CSR findings.

Table 3.1.2-Public Buildings-Parking Lots

Facility	Location	Observations
Fire Station #2	Parking Lot	Signage is faded
Public Works, Parks & Police Complex	Parking Lot	Need 1 additional accessible space;
Water Processing Plant	Parking Lot	No signage
Senior Center		Compliant



Example Non-Compliant Space



Example Faded or No Signage

3.1.3 Public Buildings-Sidewalks, Curb Ramps

CSR evaluated existing pedestrian facilities (sidewalks and curb ramps) at each of the four Ashland City facilities. For sidewalks, required compliance characteristics for width, surface conditions, changes in level (discontinuities), slopes and obstructions were identified. For ramps, CSR measured similar characteristics as well as for turning spaces and detectable warnings. Specific PROWAG criteria is presented in Appendix A. Table 3.1.3 presents a summary of CSR findings.

Table 3.1.3-Public Buildings-Sidewalks, Curb Ramps

Facility	Location	Observations
Fire Station #2		Compliant
Public Works, Parks & Police Complex	Ramp to Sidewalk	Running slope >8.3%
	Sidewalk	Multiple discontinuities along 152' length; landscape obstructions
Water Processing Plant		Compliant
Senior Center		Compliant



Police, Parks & PW Ramp and Sidewalk Deficiencies

3.2 Parks and Trailheads

The following tables present the public parks, trailheads and recreational facilities, associated parking lots, sidewalks and curb ramps inventoried for this study and the architectural barriers/deficiencies identified. It should be noted that the individual pedestrian trails and greenways were not evaluated during the self-evaluation. The Tennessee Department of Environment and Conservation published a Greenway and Trails Program, ADA Accessibility Guideline that specifically excludes trails from ADA compliance unless they are new construction, altered or upgraded or lengthened to connect to an already accessible trail. Example photographs of the public parks, trailheads and recreational facilities are provided in order to highlight the findings.

3.2.1 Parks and Trailheads

Six Ashland City parks, trailheads or recreational facilities were evaluated for ADA compliance. Generally, trailheads are comprised of parking areas and connectors to the trails and are therefore addressed in the sections to follow. For the remaining facilities with physical structures, public access areas such as entries, pathways, service counters, drinking fountains, restrooms, common areas and elevators,

concessions, playgrounds, recreational fields and courts were inventoried. Items reviewed included, but were not limited to, pathway widths, obstructions, ease of opening/closing doors, turning spaces, signage, safety features, component heights and depths, seating availability and table and bench dimensions. Table 3.2.1 presents a summary of CSR findings. Please refer to Appendix A for specific descriptions and illustrations.

Table 3.2.1-Parks

Facility	Location	Observations
Cumberland River Bi-Centennial Trail	Eagle Pass Section-Trail	Upgrade to ADA only if altered or new
	Sycamore Ridge Section-Trail	Upgrade to ADA only if altered or new
	Marks Creek Section-Trail	Upgrade to ADA only if altered or new
Caldwell Nature Area	Entrance	No ADA accessible parking, access or facility amenities.
911 Memorial Park	Restrooms	Discontinuity at Thresholds
J.W. Johns Jr. Park	Pavilion w/Concessions & Restrooms	Ramp to restrooms Running Slope >8.3% Restroom door opening <32"
	Dugouts/Bleachers/Fields	No ADA access
	Playground near Mulberry St.	Discontinuities entering play area Restricted accessible play area due to mulch covering
Riverbluff Park	Main Pavilion and Play Area	Compliant
John C. Poole Recreation Area	Tennis Courts	No ADA access
	Observation Area	Tables and benches not accessible



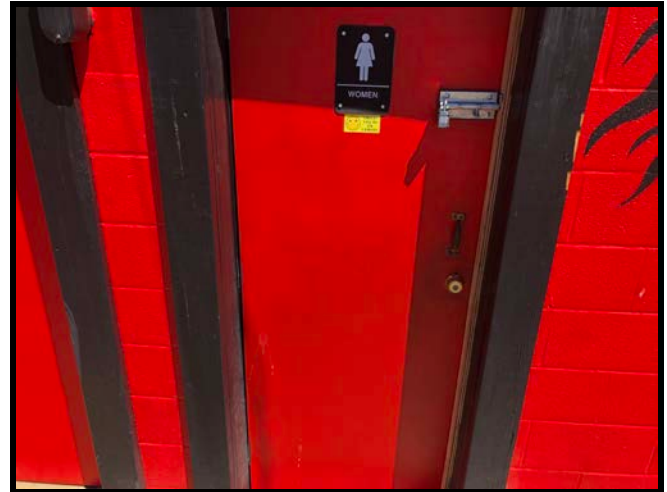
Caldwell Park Non-Accessible



J.W. Johns Jr. Restroom Ramp Slope



J.W. Johns Jr. Dugouts & Bleachers Non-Accessible



J.W. Johns Jr. Restroom Door Too Small



John C. Poole Tennis Observation Area Non-Accessible



J.W. Johns Jr. Playground, Mulch Restricts Accessibility

3.2.2 Parks and Trailheads-Parking Lots

Exterior parking lots for the six parks, trailheads or recreational facilities were surveyed for ADA compliance. Characteristics such as ADA parking space availability, number of spaces based on lot size, signage, widths, access aisles and proximity to building entry were evaluated. Table 3.2.2 presents a summary of CSR findings.

Table 3.2.2-Parks and Trailheads-Parking Lots

Facility	Location	Observations
Cumberland River Bi-Centennial Trail	Eagle Pass Trailhead Parking	No ADA accessible spaces
	Sycamore Ridge Trailhead Parking	No ADA accessible spaces
	Marks Creek Trailhead Parking	Compliant
Caldwell Nature Area	Parking Lot and Entrance	No ADA access for parking, entrance or facility amenities.
911 Memorial Park	Parking Lot	No signage
J.W. Johns Jr. Park	Parking Lot	Access Aisle on 4' Three spaces but only 2 signs
Riverbluff Park	Parking Lot	Need 1 additional accessible space
John C. Poole Recreation Area	Parking Lot	Access Space and Aisle Non-Compliant



Bicentennial Trail Parking Non-Accessible



911 Memorial Park, No Signage



J.W. Johns Jr. Access Aisle & Signage Non-Compliant



John C. Poole Parking Space & Aisle Non-Compliant

3.2.3 Parks and Trailheads-Sidewalks, Curb Ramps

CSR evaluated existing pedestrian facilities (sidewalks and curb ramps) at each of the six parks, trailheads or recreational facilities. For sidewalks, required compliance characteristics for width, surface conditions, changes in level (discontinuities), slopes and obstructions were identified. For ramps, CSR measured similar characteristics as well as for turning spaces and detectable warnings. Specific PROWAG criteria is presented below in Section 3.4. Table 3.2.3 presents a summary of CSR findings.

Table 3.2.3-Parks and Trailheads-Sidewalks, Curb Ramps

Facility	Location	Observations
Cumberland River Bi-Centennial Trail	Eagle Pass Trailhead Parking	Ramp from parking lot to Trailhead, Running slope >8.3%
	Sycamore Ridge Trailhead Parking	No Crosswalk on Chapmansboro Rd., No Access to trail
	Marks Creek Trailhead Parking	Compliant
Caldwell Nature Area	Parking Lot and Entrance	No ADA accessible areas
911 Memorial Park	Parking Lot Entrance to Play Area	Discontinuity entering play area
	Connector from Play Area to Restrooms	Obstruction/Overgrowth
J.W. Johns Jr. Park	Playground Near Mulberry St.	Discontinuities entering play area
Riverbluff Park	Main Pavilion and Play Area	Sidewalk abruptly ends; Ramp/Path slope from pavilion to play area non-compliant.
John C. Poole Recreation Area	Parking Lot	Compliant



Bicentennial Trail Eagle Pass Trailhead-Ramp Slope



911 Memorial Park Connector Overgrowth



Riverbluff Park, Sidewalk End



Riverbluff Park, Ramp to Play Area Slope

3.3 Signalized Intersections

Ashland City is responsible for the operation and maintenance of three (3) signalized intersections. At intersections where there are pedestrian signals, the signals should meet accessibility standards. In general, accessible intersections should have pedestrian push buttons placed to activate the signals within easy reach of pedestrians who are intending to cross each crosswalk. It should be obvious which push button is associated with each crosswalk. Also, the poles for push buttons should be in optimal locations for installation of accessible pedestrian signals.

Both PROWAG and the Manual on Uniform Traffic Control Devices (MUTCD) define an *Accessible Pedestrian Signal* as a device that communicates information about pedestrian timing in non-visual format. Examples include audible tones, verbal message or vibrating surfaces.

In general, an intersection should have the following:

- Two push buttons on two separate poles (one for each crossing direction) 10 feet apart to easily distinguish which pedestrian signal is being activated or, audible signals if the push buttons are located on the same pole.
- A push button that meets the standard i.e. large enough that it can be activated with a fist and not requiring significant force to push.

The CSR Field Teams evaluated the pedestrian signal equipment, street crossings, path of travel to the signals, curb ramps and adjacent clear spaces at each of the three intersections. It should be noted that CSR only evaluated those MUTCD pedestrian signal requirements that pertain to ADA compliance only.

Figure 1 presents the three intersections evaluated by CSR. Table 3.3 presents a summary of observations and deficiencies, identified at each of the signalized intersections. Example photographs of the Signalized Intersections are provided below in order to highlight the findings.

Figure 1: Ashland City Signalized Intersections Map



The three signalized intersections were evaluated based on each pedestrian corner installed with an intended or implied street crossing.

1. Main Street and Cumberland – 3 corners or 6 crossing directions
2. Main Street and Highway 49/Frey Street – 3 corners or 6 crossing directions, An additional pedestrian crossing for the Courthouse Parking entrance was evaluated and included with this location.
3. Main Street and Stratton/Elizabeth – 4 corners or 8 crossing directions

Table 3.3-Summary of Signalized Intersections Findings

Metric	1: Main St. & Cumberland	2: Main Street & HWY 49	3: Main Street & Stratton
Ramp Types	2 Parallel, 4 Perpendicular	2 Parallel, 4 Perpendicular	5 Parallel, 3 corners with no Ramps
Turning Space Size	2 Ramps too small (3x5)	2 Ramps too small (3x5)	3 Ramps too small (3x5)
Turning Space Running Slope	Compliant	3 Ramps exceed 2%	3 Ramps exceed 2%
Ramp Running Slope	Compliant	1 Ramp exceeds 8.3%	4 Ramps exceed 8.3%
Ramp Flares	Compliant	6 Flares exceed grade	None installed
Width of Ramp & Turning Space	2 Ramps too small (<4')	6 Ramps too small (<4')	5 Ramps too small (<4')
Grade Break	Compliant	Compliant	N/A
Cross Slope	2 Ramps exceed grade (>2%)	3 Ramps exceed grade (>2%)	Compliant
Gutter Counter Slope	Compliant	Compliant	Compliant
Space Beyond Grade Break	Compliant	Compliant	Compliant
Detectable Warning	All 6 Detectable Warning Surfaces deficient	All 8 Detectable Warning Surfaces deficient	4 Detectable Warning Surfaces deficient
Crosswalk Lines	Compliant	Compliant	Only 1 crosswalk installed
Pushbutton (PB) at Each End of Crosswalk	2 corners without pushbuttons	2 corners without pushbuttons, 4 corners without one at each end	4 corners without pushbuttons, 2 corners without one at each end
PB Adjacent to All Weather Surface	Existing are compliant	1 PB located on street side of pole directly above curb	Existing are compliant
PB Location and Distance	3 pushbuttons are >4' from crosswalk	4 pushbuttons are >4' to >30' from crosswalk	1 pushbutton is >4' from crosswalk
PB Wheelchair Accessible Route	Existing are compliant	1 crosswalk without wheelchair access.	Existing are compliant
PB Distance to Curb	1 pushbutton >6' from curb	1 PB located on street side of pole directly above curb	Existing are compliant
PB Parallel to Crosswalk	Existing are compliant	1 PB located on street side of pole directly above curb	Existing are compliant
PB Height Appx. 4'	Existing are compliant	Existing are compliant	Existing are compliant
PB Distance from Clear Space	1 pushbutton >10' from Clear	1 pushbutton >10' from Clear	Existing are compliant

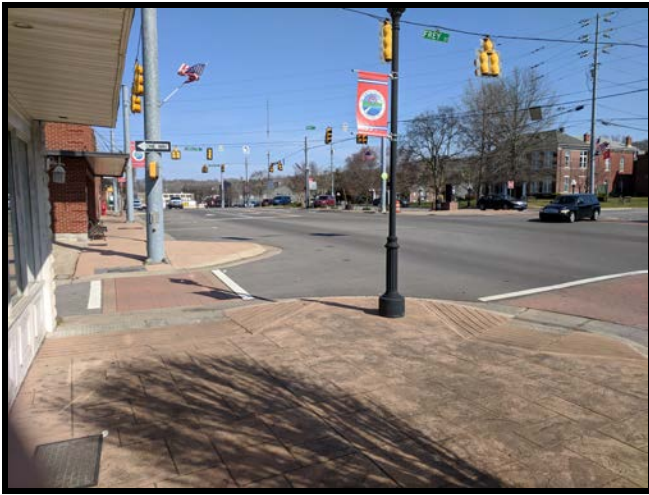
Metric	1: Main St. & Cumberland	2: Main Street & HWY 49	3: Main Street & Stratton
	Space	Space	
Multiple Pushbuttons <10' Apart	Existing are compliant	Existing are compliant	Existing are compliant
Locator Tone	None or n/a	None or n/a	None or n/a
Tactile Arrow	None or n/a	None or n/a	None or n/a
Speech Walk Message	None or n/a	None or n/a	None or n/a
Speech Pushbutton Info Message	None or n/a	None or n/a	None or n/a
Audible and Walk Indicator	None or n/a	None or n/a	None or n/a
General Notes	<p>1 Signal Pole constructed in Ramp, 1 Visual Indicator not working 1 PB not functioning 1 Arrow pointing in wrong direction</p>	<p>1 PB not accessible No signage for 1 PB Rhea Alley Signal location needs relocated.</p>	<p>4 intended crossings do not have Ramps installed 2 intended crossings have Ramps but no Crosswalk. 1 location has PB but no Ramps or Crosswalk.</p>



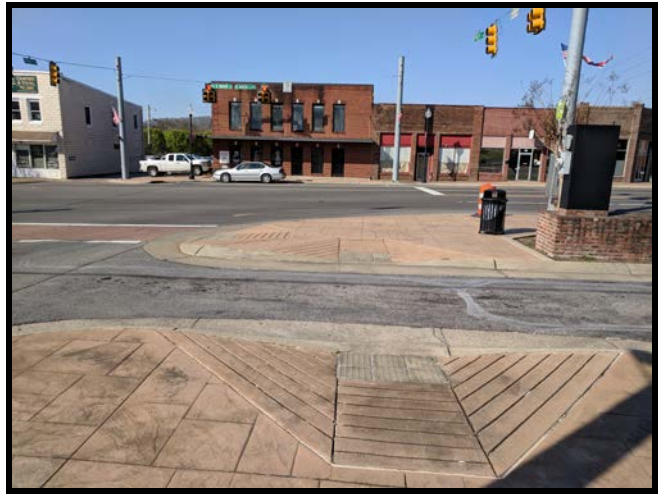
Main St. and Cumberland
Pole in Ramp, Deficient Detectable Warning Surface



Main St. and HWY 49/Frey St.
Pushbutton on Street Side and >30' from Crosswalk



**Main St. and HWY 49/Frey St.
Signal Pole for 2 Crossings across Rhea Alley**



**Main St. and HWY 49/Frey St.
Excessive Flare Grades, Courthouse Entrance Drive**



**Main St. and Stratton/Elizabeth
Signal Pole without ramp or Crosswalk**



**Main St. and Stratton/Elizabeth
Deficient DWS, Ramp with no Crosswalk**

As indicated by the survey results of the three signalized intersections, all have significant needs for replacement or upgrades to meet ADA compliance. With deficiencies also identified by the sidewalk evaluation, the intersection at Main Street and Cumberland will require pole relocation or sidewalk widening to correct obstruction and width issues as well as to improve the pedestrian crossing pushbutton locations, ramp grades and detectable warning surfaces. The Main Street and Stratton/Elizabeth Street intersection will also require upgrades on all four corners for ramp installations, crosswalk painting, pushbutton compliance and detectable warning surfaces.

The PROWAG provides clear instruction (requirement R209.2) that pedestrian signals should only be altered or improved when new signal or pole construction is planned. This includes signal controller,

software or signal head replacement. This does not prohibit sidewalk or path access improvements or installation of new pushbuttons.

3.4 Pedestrian Facilities within the Public Right-Of-Way

To help assess the state of Ashland City's maintained sidewalk corridors, CSR evaluated over 1.6 miles of pedestrian pathways within 14 street corridors. This portion of the self-evaluation included sidewalks, curb ramps, driveway entrances which are within the pedestrian path, and crossings at un-signalized intersections. The supporting narrative presented in the sections below provide a summary of observations and deficiencies for the measured metrics for sidewalk pathways at each of the evaluated corridors. Example photographs of the observations are provided below in order to highlight the findings.

3.4.1 Pedestrian Pathways Summary of Requirements

The technical provisions of the PROWAG provide multiple elements for pedestrian pathways in the public right-of-way. Please refer to Appendix A for specific descriptions and illustrations. The CSR Field Teams traversed each pathway and measured and documented each noted barrier/deficiency for the following:

- Width: 4' minimum, exclusive of curb; 5' preferred, if less than 5' passing spaces must be provided every 200'.
- Running Slope (Grade): shall not exceed >5% unless grade of adjacent street is over 5%.
- Cross Slope: shall be 2% maximum.
- Surface Condition: shall be firm and stable, slip resistant. Vertical discontinuities (changes in level) shall be ½" maximum; with those between ¼" and ½" being beveled. Horizontal openings, such as grates and joints may not exceed ½".
- Obstructions and Protrusions: disallows passable sidewalk space of less than 4' for more than 24" maximum length. If less 24" path may reduce to 32" minimum. Leading edges between 27" and 80" above the finished surface cannot protrude more than 4" horizontally into the path. (utility poles, hydrants, mail boxes, vegetation, signs, furniture).
- Curb Ramp Width: shall be 4' minimum.
- Curb Ramp Running Slope: shall be no steeper than 8.3%.
- Curb Ramp Cross Slope: shall be 2% maximum.
- Curb Ramp Landings/Turning Spaces: shall be minimum of 4' by 4' or 4' by 5' if constrained.
- Ramp Flares: shall not exceed 10% maximum.
- Ramp Grade Breaks and Clear Space: breaks should be perpendicular to direction of ramp and flush. Clear space beyond the bottom grade break should be 4' by 4' minimum.

- Detectable Warnings: shall extend 2' minimum in the direction of pedestrian travel and extend the full width of the ramp; contrast in color to adjacent path or ramp; dome integrity shall be maintained.
- Ramp Obstructions, Protrusions, Vertical Discontinuities, Horizontal Openings: shall maintain 4' minimum width and are subject to sidewalk guidelines for same.

3.4.2 Summary of Findings by Street Corridor

Vantage Point Road: No deficiencies were identified along the 345' of pathway.

Little Marrowbone Road:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
East	Start of Sidewalk - Near Park	Discontinuity	No transition to grassed area
East	Driveway 1 from HWY 12-Sidewalk Ramp	Ramp Slope	Running slope (both sides) >8.3%
East	Driveway 1 from HWY 12-Sidewalk Ramp	Cross Slope	Cross slope (both sides) >2.0%
East	Driveway 3 from HWY 12-Both Sides	Discontinuity	>1/4" both sides transition concrete to asphalt
East	2-feet NE from Driveway 3	Obstruction	Utility Pole within 5.0 foot sidewalk route
East	20.5 feet NE from Driveway 3	Discontinuity	>1/4"
East	End of Sidewalk - Past Driveway 3	Discontinuity	No transition to grassed area

Cumberland Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	Side of McCoy Building	Slope/Grade	Running slopes >5.0%
North	On-Street Handicap Parking-Side of McCoy Bldg.	Handicap Access	Aisle/ramp not provided
South	69 feet SW of Main Street	Obstruction	Water valve and concrete steps
South	Fitness Center including Alley Crossing to Ramp-105' length of section	Discontinuity	>1/4" entire length of section, cracks, transitions and slopes
South	On-Street Handicap Parking-Main & Cumberland	Handicap Access	Aisle/ramp not provided

North Vine:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	Rhea Street and 10 Feet N of Rhea Street	Discontinuity/Obstruction	>1/4", two > 4.0" sidewalk step-ups
North	Church of Christ HC Ramp to Vine Street Sidewalk	Detectable Surface	No detectable warning surface present on Ramp to Street

Rhea Alley:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	Back of Heritage Bank	Discontinuity/Obstruction	>1/4", two > 10.0' sidewalk step-ups

Frey Street (SR 49):

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
South	Segment 1: Front of Children's Services Department	Discontinuity	>1/4" at start of sidewalk ramp; No Guard at end-step down to grass
South	Segment 2: Main Street to 114 Frey Street-108 Frey	Discontinuities (2)	>1/4", crack (2)
South	Segment 2: Main Street to 114 Frey Street-106 Frey	Discontinuity	>1/4", crack
South	Segment 2: Main Street to 114 Frey Street-Start of Sidewalk	Discontinuity	>1/4", transition to Asphalt
North	Segment 3: Main Street to Court Street-207' East of Main	Slope/Grade	Running slopes >5.0%
North	Segment 3: Main Street to Court Street-10' West of Court	Slope/Grade	Running slope > 5.0%
North	Segment 3: Main Street to Court Street-Side of County Bldg.	Obstructions	Gutter downspouts & PVC cleanout cap

Ruth Drive:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	100 Feet from Sidewalk Start NE of Main St to	Obstruction	Utility pole in sidewalk edge
North to West	Sidewalk Curve from NE to North	Discontinuities	Multiple cracks throughout sidewalk curve
North to West	All Ramps and Driveways on Ruth Street	Ramp Slope	Running slope (both sides) >8.3%
North to West	All Ramps and Driveways on Ruth Street	Cross Slope	Cross slope (both sides) >2.0%

Sycamore Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	N Main Past Lloyd Harris Bonds		Compliant
South	N Main to Parking Lot Driveway-142' length of pathway	Width	Entire length < 4.0 feet
South	N Main Ramp to Sidewalk	Ramp Discontinuity	Discontinuity: cracked

Court Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
West	Frey Street to Sycamore Street	Width	Varying widths with over 60 feet < 4.0 feet,
West	On-Street Handicap Parking	Handicap Access	Aisle/ramp not provided

Stratton Boulevard:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
North	S Main to 1st Driveway on Left-73' of segment	Width	Entire length < 4.0 feet
North	Last 37 feet to Driveway-37' length of pathway	Discontinuities	>1/4" entire length of section, cracks, gravel
South	S Main to 1st Driveway on Right		Compliant

Helen Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
South	S Main to Duke Street-248' length of pathway	Width	Entire length < 4.0 feet, overgrown, disrepaired areas
South	45 feet NE of Fire Hydrant	Discontinuity	>1/4"
South	Driveway Sidewalk Ramps (2)	Ramp Slope	Running slopes >8.3%
South	Driveway Sidewalk Ramps (2)	Cross Slope	Cross slope >2.0%, <4.0 width

Duke Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
West	106 Duke Street Parking Entrance to Helen Street-124' length of pathway	Width	Entire length < 4.0 feet, overgrown, disrepaired areas
West	106 Duke Street Parking Entrance - Sidewalk Ramp (Driveway)	Ramp Slope	Running slope >8.3%
West	106 Duke Street Parking Entrance - Sidewalk Ramp (Driveway)	Cross Slope	Cross slope >2.0%, <4.0 width

Elizabeth Street:

Sidewalk Side	Start/End/Location	Deficiency Type	Deficiency Notes/Observations
West	S Main to Elementary School Drive-338' length of pathway	Discontinuities	Entire length of section, cracks, gravel, broken
West	Elementary School Drive to Lowe Street	Width	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
West	149 feet South of Fire Hydrant	Discontinuity	>1/4"
East	North of Lowe Street-Sidewalk Section and Ramp-Funeral Home-65' length of pathway	Discontinuities	Entire section needs replaced-cracks

Main Street/HWY 12:

Sidewalk Side	Start/End	Location Specifics	Deficiency Type	Deficiency Notes/Observations
East	Forrest Street to Helen Street	684' length of pathway	Cross Slope	>2% entire segment length
East	Forrest Street to Helen Street	684' length of pathway	Width:	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
East	Forrest Street to Helen Street	Culvert Crossing 16' N of Forrest	Width	Reduces to 3' 3" for 8-foot length
East	Forrest Street to Helen Street	End of Culvert Crossing	Discontinuity	>1/4"
East	Forrest Street to Helen Street	64' N of Culvert Crossing	Discontinuity	>1/4"
East	Forrest Street to Helen Street	Between Sonic Drives	Discontinuity	>1/4" , cracked and broken above water line
East	Forrest Street to Helen Street	End of Sidewalk at Helen Street	Discontinuity	>1/4" , cracked
East	Forrest Street to Helen Street	S Driveway to Rite Aid	Ramp	No rightsideramp, cross slope >2.0%
East	Forrest Street to Helen Street	N Driveway to Rite Aid	Ramp	No left sideramp, cross slope >2.0%
East	Forrest Street to Helen Street	S Driveway to Sonic	Ramps	Both sides are less than 4.0', cross slopes >2.0%

Sidewalk Side	Start/End	Location Specifics	Deficiency Type	Deficiency Notes/Observations
East	Forrest Street to Helen Street	N Driveway to Sonic	Ramp	Right ramp cross slope >2.0%
East	525 S. Main to Turner Street	159' length of pathway		Compliant
East	Turner Street to Advanced Auto Driveway	4' N of Turner Street	Discontinuity	>1/4" , Cracked
East	Turner Street to Advanced Auto Driveway	40' N of Turner Street, storm grate	Discontinuity	>1/4" , Cracked
East	Boyd Street to 395 S. Main	Start of Segment at Boyd Street	Discontinuity	No transition to grassed area /Boyd Street
East	395 S. Main to Stratton Street	30' S of 315 Main Street	Discontinuity	>1/4"
East	395 S. Main to Stratton Street	Ramps at Walgreens Driveway	Ramps	Grade breaks not perpendicular to ramp direction
East	Stratton Street to King Automotive Trucks	292' length of pathway	Width	Entire length < 4.0 feet,
East	Stratton Street to King Automotive Trucks	Ramp to King Auto	Discontinuity	>1/4" , Width
East	107 S. Main to Frey Street	178' length of pathway		Compliant
East	Frey Street to Sycamore Street Fronting Court House Complex		Obstructions	Three Signal Poles; Three Lamp Posts reducing Width and passing
East	Frey Street to Sycamore Street Fronting Court House Complex	Cumberland St. Crossings	Obstructions	Ramps to Cumberland St Crossings blocked
East	Sycamore Street to Shell Driveway	157' length of pathway		Compliant
West	Low Street to N. of Pinnacle Bank Drive	207' length of pathway		Compliant
West	Cheatham Lake Condos to Elizabeth Street	Hardee's to Gorilla Muffler-470'	Width	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
West	Cheatham Lake Condos to Elizabeth Street	30' N. of Boyds Funeral Home	Discontinuity	>1/4"

Sidewalk Side	Start/End	Location Specifics	Deficiency Type	Deficiency Notes/Observations
West	Cheatham Lake Condos to Elizabeth Street	Front of Hardees	Obstruction/Discontinuities	>1/4", Meters and Valves
West	Cheatham Lake Condos to Elizabeth Street	Start of Segment at Condos	Ramp	Running slope >8.3%, Cross Slope >2.0%, Break not Perpendicular
West	Cheatham Lake Condos to Elizabeth Street	Front of Gorilla Mufflers	Obstruction	Utility Pole
West	Elizabeth Street to Chestnut Street	Cheatham Co. Clerk's Office Drive	Discontinuity	>1/4" between drive and sidewalk
West	Chestnut Street to Cumberland Street	On-Street Parking	Handicap Access	None
West	Cumberland Street to Mulberry Street	337' length of pathway		Compliant
West	212 N. Main Street	43' length of pathway		Compliant



**Little Marrowbone Rd.
Utility Pole Obstruction**



**Cumberland Street-On Street Parking
No Accessible Aisle or Ramp from Space**



North Vine Street- Changes of Level, Step-ups



HWY 49/Frey Street- Typical Discontinuity >1/4"



Ruth Street- Cracked Sidewalk and Cross Slope >2%



Helen Street- Typical Obstruction Due to Overgrowth



Duke Street- Running Slope of Ramp >8.3%



Elizabeth Street- Discontinuities along Entire Path



Main Street/HWY 12-Utility Poles Obstructing Path/Ramps



Main Street/HWY 12-Typical Discontinuity >1/4"



**Main Street/HWY 12
Utility Pole Obstruction and No Clear Path**



**Main Street/HWY 12
No Accessible Ramp, Slope Exceedance/DWS Misplaced**

4.0 TRANSITION PLAN DETAILS

The detailed findings of this facilities self-evaluation make it clear that there are deficiencies in many existing pedestrian facilities in Ashland City's public rights-of-way. These deficiencies create significant barriers to access for many community members with disabilities.

Ashland City is committed to creating a more accessible pedestrian transportation network for all members of the community. To address the deficiencies identified in this report, Ashland City has developed the *ADA Facilities Inventory Self-Evaluation and Transition Plan* for Public Rights-of-Way. Title II of the Americans with Disabilities Act 28 CFR 35.150(d) sets forth the requirements for this plan. This plan will identify noncompliant pedestrian facilities that limit accessibility, describe how these barriers

to access will be corrected, specify a schedule for achieving compliance, and designate an official responsible for implementing the plan. It should be noted that not all barriers must be removed to provide program access. The highest priority is to remove those barriers that limit access to city programs or present safety concerns.

4.1 City Official Responsible

The ADA Coordinator is responsible for ensuring that Ashland City's programs, services, and activities are accessible to and usable by individuals with disabilities. The City's ADA Coordinator is:

Brian Stinson
Town of Ashland City
101 Court Street
Ashland City, TN 37015

Phone: 615-792-6455
E-mail: bstinson@ashlandcitytn.gov

Days/Hours Available
Monday-Friday/8:00 a.m. – 4:00 p.m.

For questions regarding the ADA Transition Plan, or to request an ADA accommodation or file an ADA complaint, please contact the ADA Coordinator.

4.2 Prioritized Recommendation for Transition Plan Phasing and Barrier Removal

Ashland City will begin a phased implementation of the recommended correction or removal of the identified physical barriers. Funding limitations will prevent all facilities from immediately becoming fully compliant with ADA standards. Therefore, a phased approach will be implemented based on an evaluation of level of use by the public, complexity of the correction and readily available City manpower to implement barrier repairs and removals. Priority will be given to ensure that all programs provided to the public are accessible in some manner.

The following tables represent the cost estimates of findings to remove the barriers identified. The cost estimates reflect planning level estimates at the time of assessment. Actual costs can only be firmly determined via standard design and construction process. The Town of Ashland City may choose to modify priorities to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, changes in City programs, ongoing evaluation and funding constraints and opportunities.

It is not financially feasible to remove all barriers to access immediately. It is the goal of the *Ashland City ADA Facilities Inventory Self-Evaluation and Transition Plan* to provide access to the programs, activities and services provided by the City. Ashland City has on-going programs that monitor proposed alteration

projects and include the review of the various accessibility concerns identified, in order to bring facilities to current ADA standards when projects take place. The City plans to remove barriers over time, as indicated by the Implementation Schedule (presented below). Sidewalk corridors, trails, buildings and parks identified barriers will be addressed based on their priority by the City and with available funds.

Initial phasing of corrections and removal of barriers, as identified by the City are as follows:

- Phase 1: Public Works, Parks and Police building, All signage and striping for parks and other facilities
- Phase 2: Sidewalks and entrances to playgrounds or trails, tennis Courts
- Phase 3: Sidewalks and Intersections along the Main Street/Highway 12 Corridor, J.W. Johns Jr. Park
- Phase 4: Secondary Street/Residential Sidewalks

The following tables summarize the estimated costs for addressing improvements. Note that estimates provided are based on current TDOT unit price guides and costs to complete similar projects. Totals per Facility item are based on detailed task items presented above in Section 3.0 (Inventory Findings). Pricing estimates should be evaluated after five years and may not reflect actual cost at the time of repair.

Table 4.2.1-Preliminary Cost Estimate for Barrier Removal

Facility	Description	Preliminary Cost Estimate
Public Works, Parks & Police Interiors	Table 3.1.1 Deficiencies	\$4,400.00
Public Works, Parks & Police Sidewalk, Curbs & Ramps	Table 3.1.3 Deficiencies	\$1,200.00
Signage and Striping for Building	Table 3.1.2 Deficiencies	\$900.00
Signage and Striping for All Parks	Table 3.2.2 Deficiencies	\$5,700.00
Parks, Trails & Playground Sidewalks, Curbs & Ramps	Table 3.2.3 Deficiencies	\$5,800.00
J.W. Johns Jr. Park Sidewalks, Curbs & Ramps, Accessibility, Replacement of Park Components	Tables 3.2.1, 3.2.2 & 3.2.3 Deficiencies	\$8,200.00
Highway 12/Main Street Sidewalks, Curbs, Ramps, Drives	Tables 3.4.2 Deficiencies	\$70,800.00
Highway 12/Main Street Intersections and Signals	Table 3.3 Deficiencies	\$120,000.00
Secondary Streets Sidewalks, Curbs, Ramps and Drives	Tables 3.4.2 Deficiencies	\$143,000.00

4.3 Funding Opportunities and Alternatives

Current funding for ADA barrier removal will be initially funded through the existing budget process and funds, pulling from several departments. However, Ashland City will take full advantage of various

funding opportunities that may come available for ROW accessibility improvements. These include applying for funds at the federal and state levels, local options and partnering with private options. Funding may include sources such as:

- TIGER - BUILD Transportation Discretionary Grants
- TIFIA - Transportation Infrastructure Finance & Innovation Act
- BRI – Bridge-Highway Bridge Replacement and Rehabilitation (HBRRP)
- FTA - Federal Transit Capital, Urban & Rural Funds
- ATI - Associated Transit Improvement
- CMAQ - Congestion Mitigation/Air Quality Program
- HSIP - Highway Safety Improvement Program
- NHPP - National Highway Performance Program
- SRBG - Surface Transportation Block Grant Program
- TA - Transportation Alternatives Set-Aside
- RHC - Railway-Highway Crossing Program
- RST - Road Safety and Technology
- RTP - Recreational Trails Program
- SRTS - Safe Routes to School
- PLAN - Statewide Planning & Research or/Metropolitan Planning Funds
- NHTSA 402/405 - State & Community / National Priority Safety Programs
- FLTTP - Federal Lands & Tribal Transportation Programs

The City may explore partnerships to fund accessibility utilizing state and federal grants. Allocation of annual departmental budgets, maintenance funds, special taxing districts, already scheduled/funded Capital Improvement Program (CIP) projects, bond funds, Community Development Block Grant (CDBG) Funds and Highways User Revenue Funds may be other sources for projects as well as private funds from foundations, private development, and private individuals.

Table 4.3.1-Pedestrian Program Funding Opportunities

Federal Funding Sources	Curb Ramps	Signals	Sidewalk	Crosswalks	Trails	Safety	Training
TIGER BUILD	•	•	•	•	•		
TIFIA	•	•	•	•	•		
FTA	•	•	•	•			
ATI	•	•	•	•			
CMAQ	•	•	•	•	•		•
HSIP	•	•	•	•	•		•
NHPP	•	•	•	•	•		
SRBG	•	•	•	•	•	•	•
TA	•	•	•	•	•	•	•
RHC			•				
RST		•					
RTP	•		•	•	•		•
SRTS	•	•	•	•	•	•	•
PLAN						•	•
NHTSA 402/405						•	•
FLTTP	•	•	•	•	•		

4.4 Initial Implementation Schedule

Because Ashland City has many rights-of-way locations, parks, and facilities, it is not possible to remove all barriers immediately. Barriers will be removed systematically, citywide, to ensure equality among City programs. It is the intent of the City to address barriers to accessibility over 20 years, contingent upon City Council approval, depending on the immediate necessity, degree of complexity, and overall cost.

Ashland City reserves the right to modify barrier removal priorities to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, changes in City programs, on-going evaluations and funding constraints and opportunities.

The list below is based on the locations evaluated in the ADA Self-Evaluation. It will be amended as additional self-evaluation is completed. In addition to CIP programs, other development initiatives will include opportunities to provide ADA compliance. The City intends to apply an annual approved budget with ADA remediation components built into the budget, subject to City Council approval. The following table provides schedules for implementation of the barriers identified in this report, subject to adjustment.

Table 4.4.1- Initial Implementation Schedule

Facility	Preliminary Cost Estimate	Implementation Schedule (Years)	Approximate Annual Budget*
All Buildings & Parks, Parking, Signage, Access, Sidewalks, Curbs and Ramps, Park Components, Highway 12 and Secondary Street Sidewalks and Drives	\$360,000.00	20	\$12,000-\$15,000

*Annual Budget/Funding will be evaluated as additional ADA barrier removal sources become available

4.5 Conclusion and Next Steps

In developing the *Ashland City ADA Facilities Inventory Self-Evaluation and Transition Plan*, facilities, programs, procedures, services, and activities were reviewed. The recommended barrier corrections and removals were prioritized and an implementation plan was developed to provide guidance for the City’s improvement projects in the coming years. The City is taking the actions referenced herein and will continue to look for and remedy barriers to access to ensure that Ashland City citizens who are disabled are given access to the City’s programs, services, and activities. Several initial steps can be taken immediately to address barriers. Ashland City will take the necessary steps to ensure that all programs provided to the public are accessible. Short-term or temporary solutions can be identified and, if possible, handled by maintenance or added to upcoming capital improvement projects. Areas such as approach and entrances, access to services and restroom access will be evaluated under this initial

approach. As barriers are removed or new ADA compliant facilities open to the public, Ashland City's interim programmatic measures will include evaluating and potentially relocating public services to a compliant facility.

Ashland City will immediately begin to focus on the ADA Transition Plan priorities and seek additional funding opportunities from internal, federal, state and private sources. The annual budgeting process will see increased funding over the 20-year implementation period. Capital improvement projects will be reviewed in order to capture barrier removal opportunities. Ashland City will also initiate a response Log in order to track ADA repairs and removals as required under the Transition Plan.

Ashland City will adapt, by resolution from the governing body, the *Ashland City ADA Facilities Inventory Self-Evaluation and Transition Plan* in order to confirm recommendations presented within.

5.0 ASHLAND CITY GRIEVANCE PROCEDURE

It is the policy of the Town of Ashland City to honor all requests for ADA accommodation when at all possible. The ADA Notice and Grievance Procedure is posted on-line at <https://www.ashlandcitytn.gov/administration/page/grievance-procedure>.

The Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Ashland City. The City's Personnel Policy governs employment-related complaints of disability discrimination. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee, as soon as possible but no later than 60 calendar days after the alleged violation to:

Brian Stinson
Town of Ashland City
101 Court Street
Ashland City, TN 37015
Phone: 615-792-6455

A copy of the current Ashland City Grievance Procedure is included in Appendix C.

Appendix A:

Facilities Inventory Self-Evaluation Requirements

Appendix A

FACILITIES INVENTORY SELF-EVALUATION REQUIREMENTS

CSR staff recorded, on specific facility forms, a multitude of characteristics and measurements needed to assess ADA compliance. Characteristics were recorded such as lengths and slopes using tape measures and smart levels. For other characteristics, such as the type of traffic control at an intersection or sidewalk material, CSR staff simply observed and recorded the condition.

Appendix A has been prepared to aid in the review of the *Facilities Inventory Self-Evaluation Report* and subsequent findings. The requirements and graphic representations presented in Appendix A are based on the information presented in ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and the Manual on Uniform Traffic Control Devices (MUTCD). Additional illustrations are provided from the New England ADA Center (checklist guides).

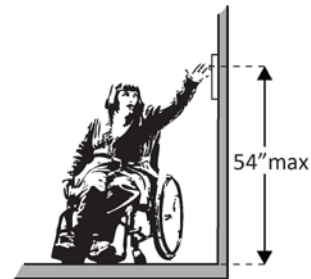
Note that the presented Appendix A guidelines are not comprehensive. Rather, CSR has elected to provide the typical or most applicable requirements and schematics for each type of facility evaluated. Please refer to the above guidelines for more detailed requirements or design criteria.

Public Buildings-Interior

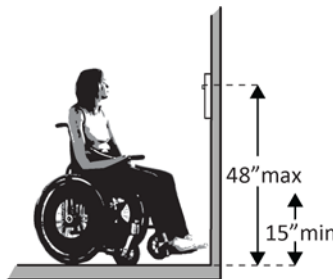
Access routes are at least 36 inches wide.



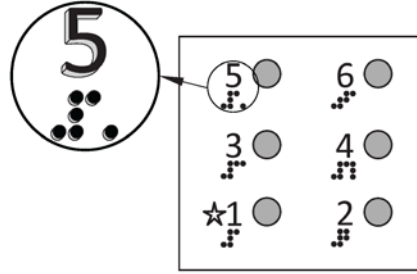
Elevator call buttons no higher than 54 inches.



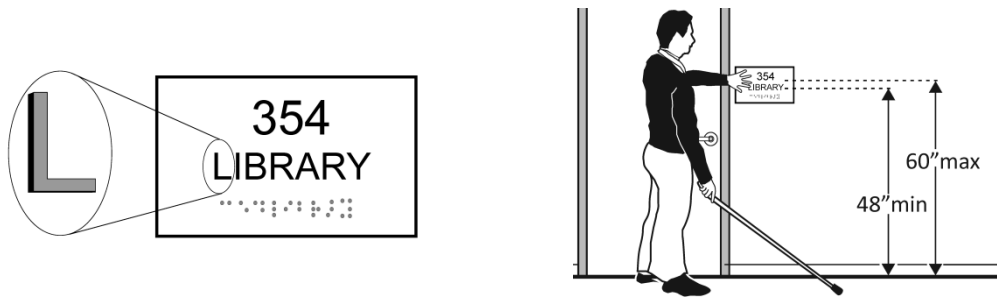
Elevator in-car controls are no less than 15 inches and no greater than 48 inches above floor.



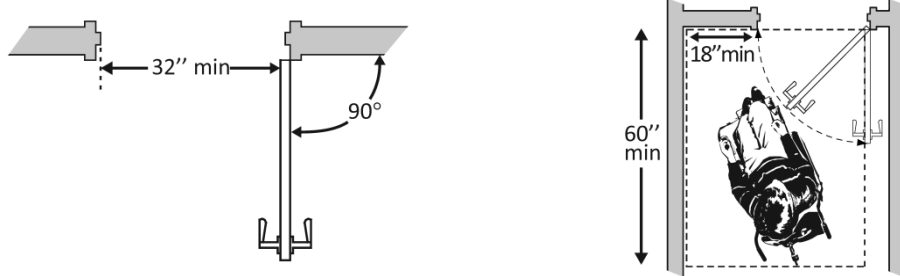
Elevator in-car buttons are designated with raised characters.



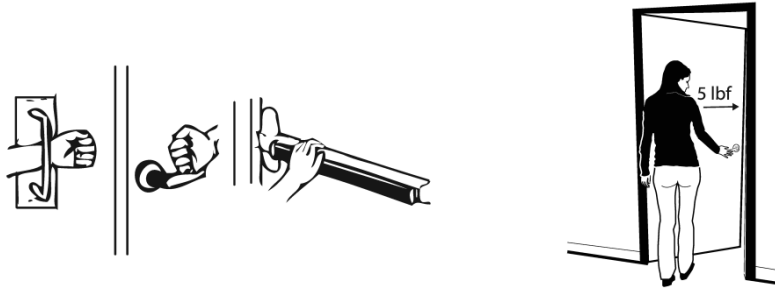
Permanent room signs marked with raised text, braille and mounted on latch side of door.



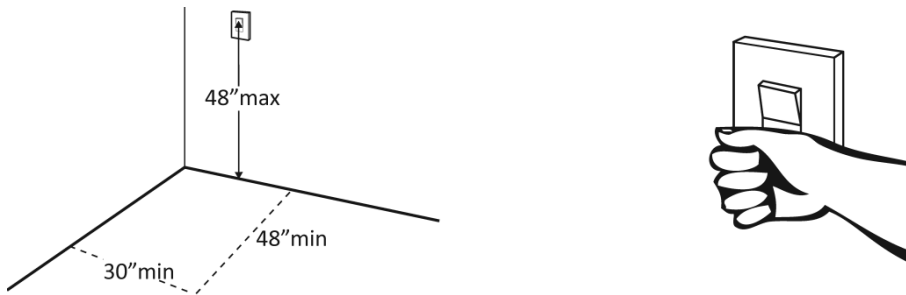
Interior door openings must have at least 32 inches clear at 90 degrees open and have maneuvering clearance.



Door to be equipped with hardware that is operable with one hand; opened easily with 5 pounds maximum force.



30w x 48l inches of clear floor space and no higher than 48 inches for controls (light switches); operated with one hand.

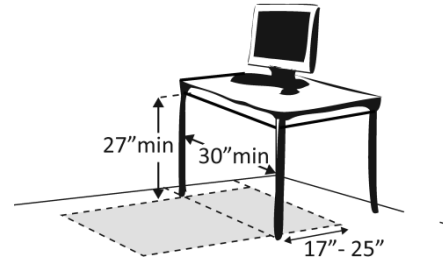
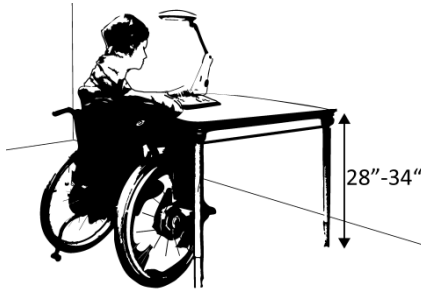


Adequate number of wheelchair spaces; clear line of sight, spacing provided in assembly areas.

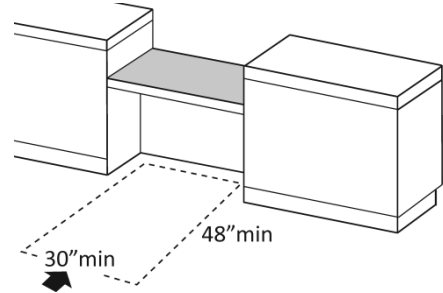
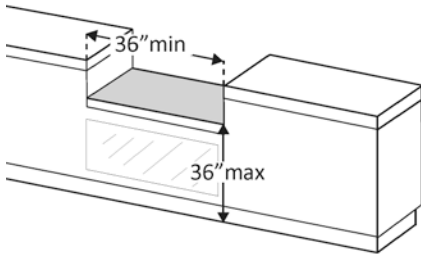
# of Seats	Wheelchair Spaces
4 - 25	1
26 - 50	2
51 - 150	4
151 - 300	5



Work surface (table) seating no less than 28 inches and no greater than 34 inches above floor; knee space



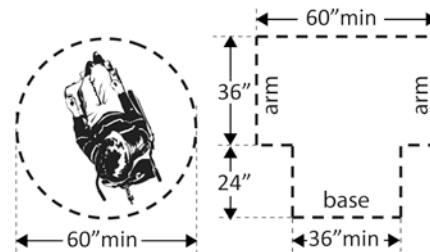
Sales and Service Counters no higher than 36 inches above floor and at least 36 inches long. Clear floor space at least 30 inches wide by at least 48 inches long for approach.



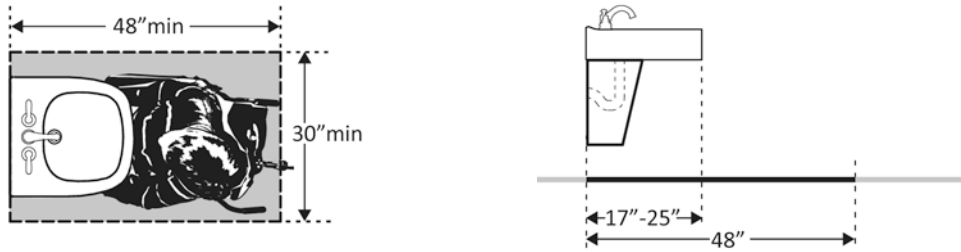
Signs at inaccessible toilet rooms should give direction to nearest compliant toilet room which should have International Symbol of Accessibility.



A clear path to at least each type of fixture (lavatory, hand dryer, etc.) at least 36 inches wide. Clear floor space for wheelchair to turn around at least 60 inches in diameter or 60 inches square.



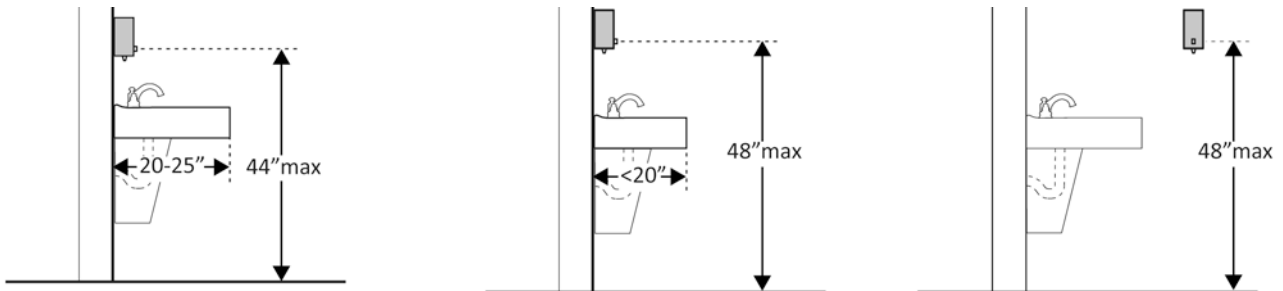
One lavatory should have a clear floor space for a forward approach of at least 30L x 49W inches with no less than 17 inches and no greater than 25 inches if clear floor space under the lavatory for faucet reach.



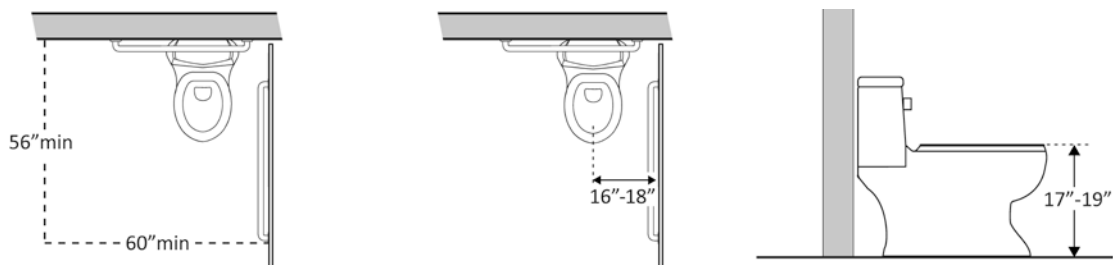
Front of lavatory or counter no more than 34 inches above floor; at least 27 inches knee space clearance from the floor to bottom of lavatory.



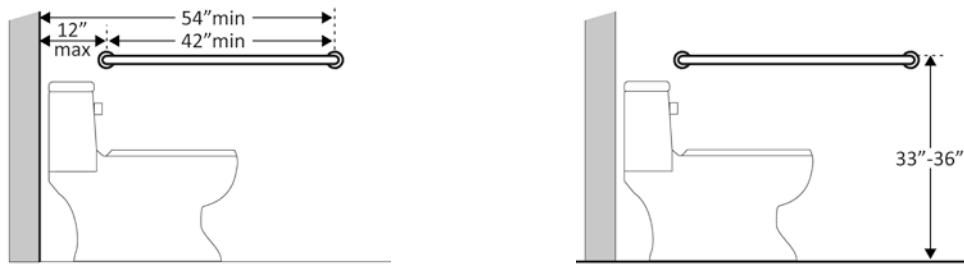
Soap dispensers, hand dryers and towels dispenser should be with range of the following reaches.



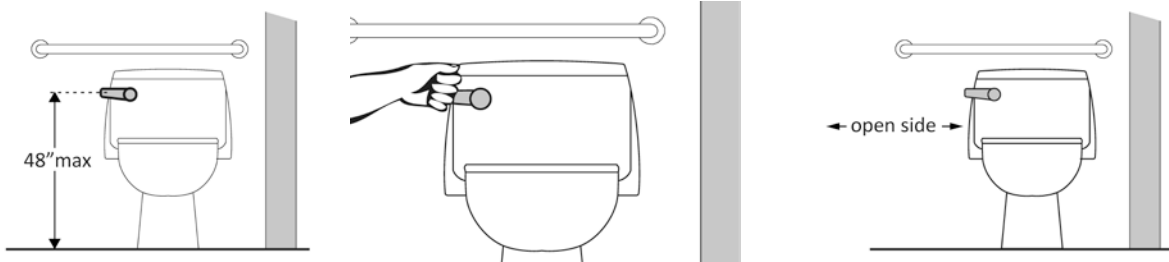
Clearance provided around the toilet measuring at least 60 inches from the side wall and at least 56 inches from the rear wall? The centerline of the toilet no less than 16 inches and no greater than 18 inches from the side wall or partition. The height of the toilet no less than 17 inches and no greater than 19 inches above the floor



Grab bar at least 42 inches long on side wall and mounted no less than 33 inches and no greater than 36 inches above the floor to top of gripping surface.



Hand operated flush control located no higher than 48 inches above floor; easily operated with one hand and located on open side of toilet.



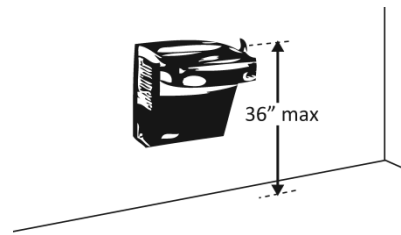
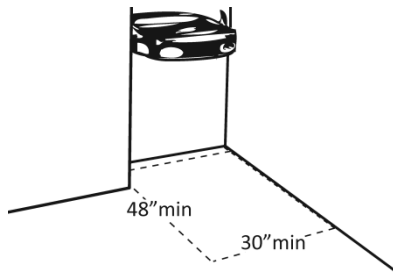
The toilet paper dispenser located no less than 7 inches and no greater than 9 inches from the front of the toilet to the centerline of the dispenser. Dispenser outlet located no less than 15 inches and no greater than 48 inches above the floor.



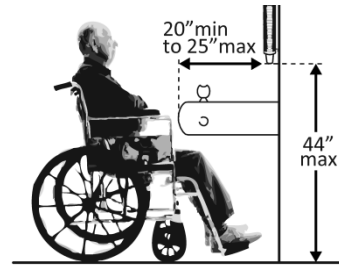
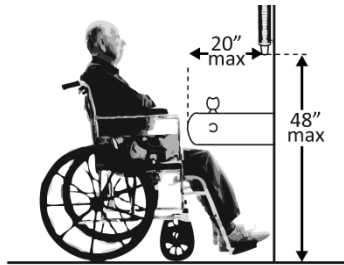
Clearance of stall door opening width at least 32 inches and self-closing.



At least one drinking fountain must have a clear approach and floor space at least 30 inches wide x 48 inches long; spout outlet no higher than 36 inches above floor.

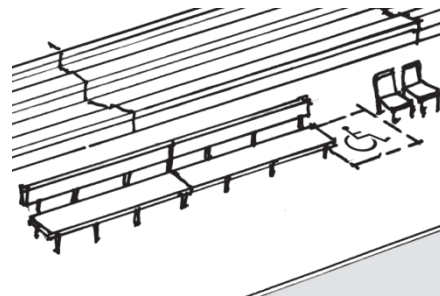
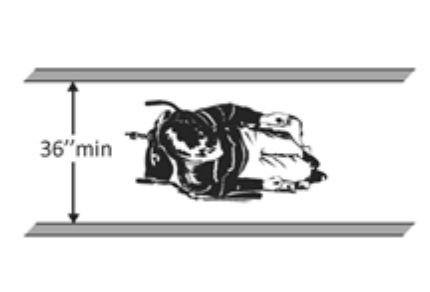


Fountain should be mounted according to the following dimensions.

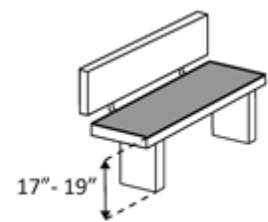
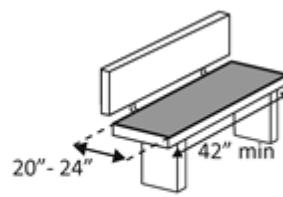
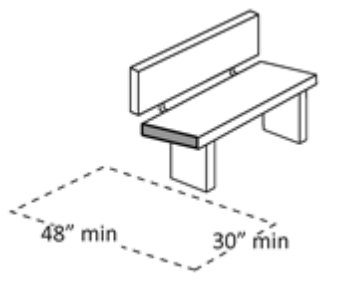


Public Facilities-Recreational

Accessible route (36" minimum) to each type of sport activity; each side of court sports; each side of team or player seating. At least one wheelchair space at team or player seating.



At least one bench should have the following seating dimensions.

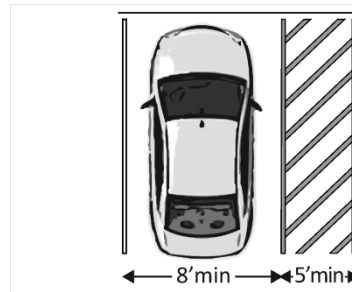


Public Buildings & Facilities-Approach, Parking and Entrance

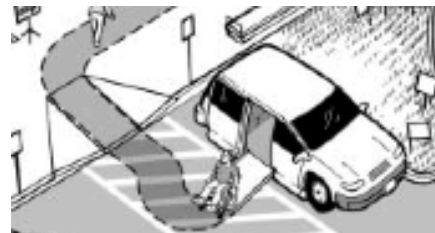
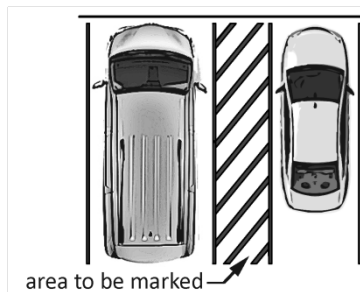
An adequate number of accessible spaces should be provided. For every 6 or fraction of 6 accessible spaces, one should be van accessible. Accessible spaces should be at least 8 feet wide with access aisle of at least 5 feet wide.

Total Spaces	Accessible Spaces
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4

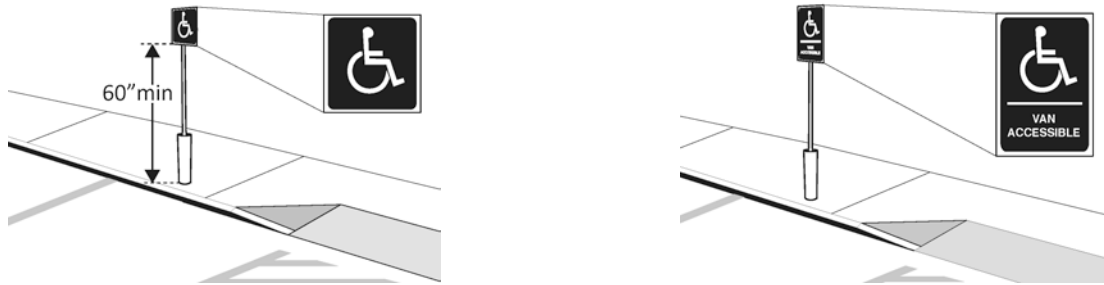
100+ see 2010 Standards 208.2



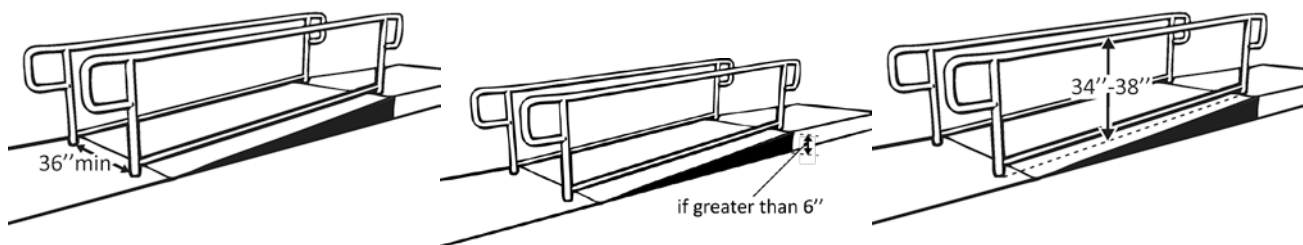
Access aisle should be marked to discourage parking and adjoin an accessible route closest to accessible entrance.



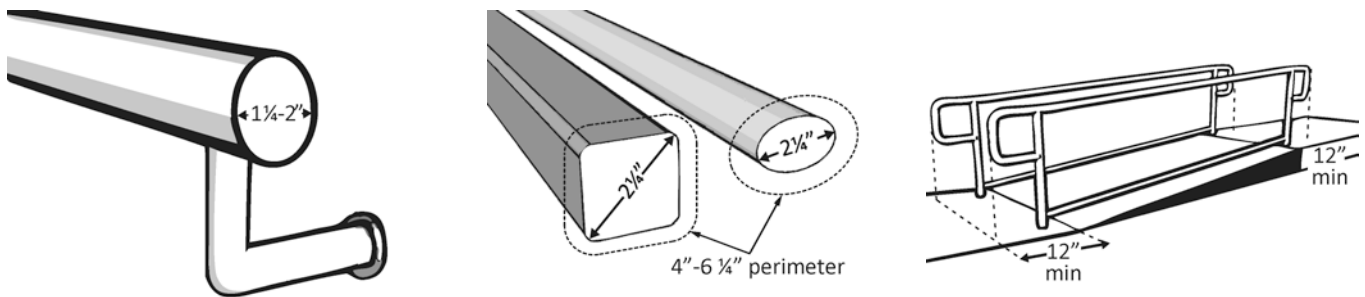
Accessible spaces identified with a sign that includes the International Symbol of Accessibility with bottom of sign at least 60 inches above the ground.



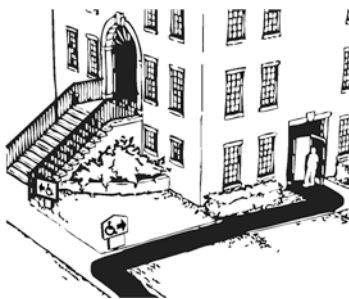
Approach ramps should be at least 36 inches wide. If rise is higher than 6 inches, handrails should be on both sides.



Handrail gripping surfaces should be the following dimensions and extend at least 12 inches beyond the top and bottom of ramp.



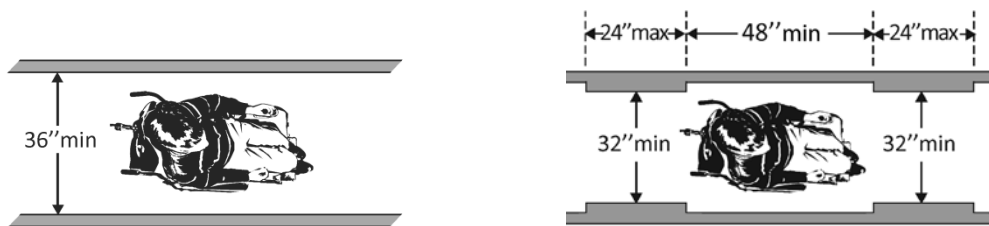
If the main entrance is not accessible, there should be an alternative accessible entrance. Inaccessible entrances should have signs indicated direction to nearest accessible entrance.



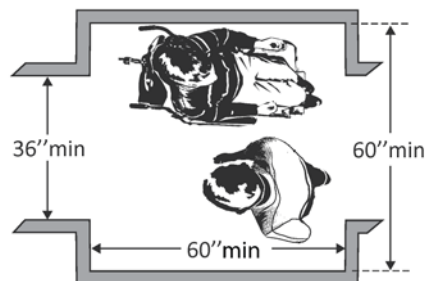
Pedestrian Access Route

- Width: 4' minimum, exclusive of curb; 5' preferred, if less than 5' passing spaces must be provided every 200'.
- Running Slope (Grade): shall not exceed >5% unless grade of adjacent street is over 5%.
- Cross Slope: shall be 2% maximum.
- Surface Condition: shall be firm and stable, slip resistant. Vertical discontinuities (changes in level) shall be ½" maximum; with those between ¼" and ½" being beveled. Horizontal openings, such as grates and joints may not exceed ½".
- Obstructions and Protrusions: disallows passable sidewalk space of 4', leading edges between 27" and 80" above the finished surface and protrude more than 4" horizontally into the path. (utility poles, hydrants, mail boxes, vegetation, signs, furniture)

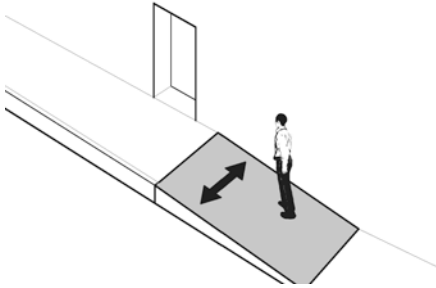
Route should be at least 36 inches wide exclusive of width of curb or can narrow to 32 inches minimum for a maximum length of 24 inches.



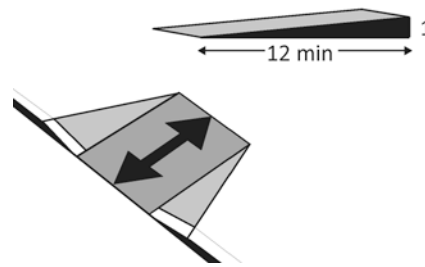
If route is greater than 200 feet in length and less than 60 inches wide, there should be a passing space no less than 60 x 60 inches.



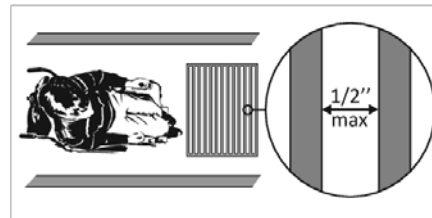
Cross slope no steeper than 1:48 (2%)



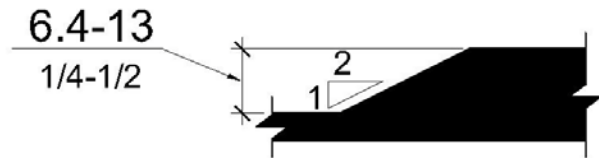
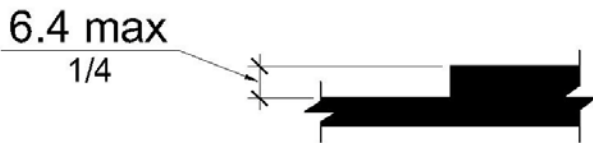
Running Slope no steeper than 1:12 (5%)



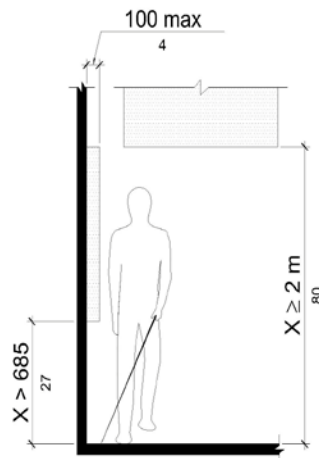
Grates or horizontal openings along the route are no larger than 1/2 inch.

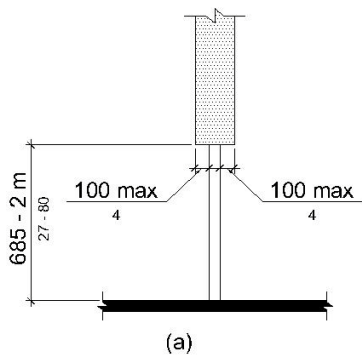


Vertical discontinuities (changes in level) shall be 1/2" maximum; with those between 1/4" and 1/2" being beveled.

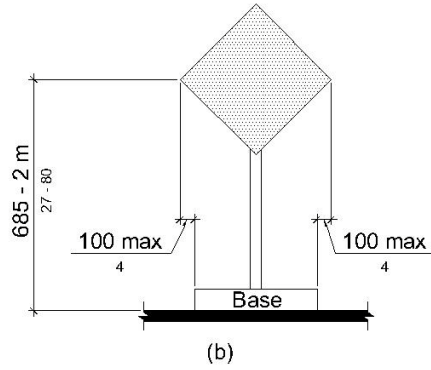


Obstructions and Protrusions disallows passable sidewalk space of 4', leading edges between 27" and 80" above the finished surface and protrude more than 4" horizontally into the path (utility poles, hydrants, mail boxes, vegetation, signs, furniture).

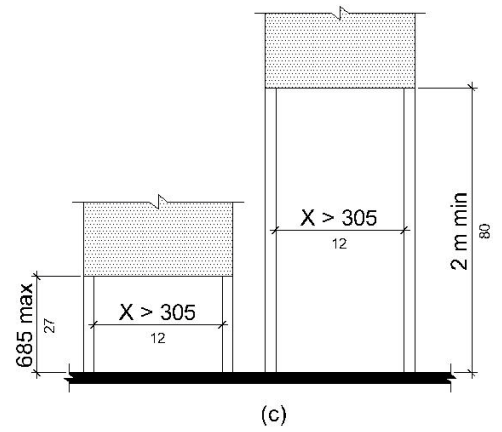




(a)



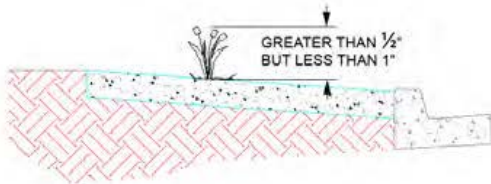
(b)



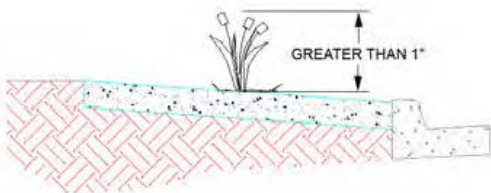
(c)



MINOR 1-3

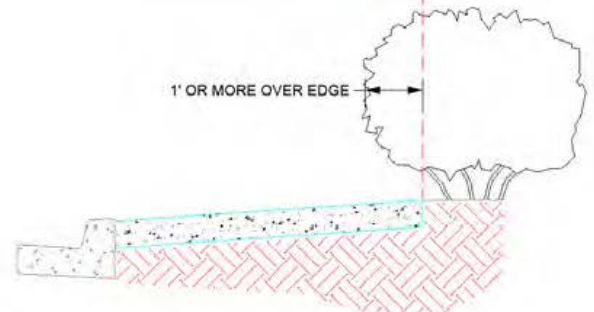
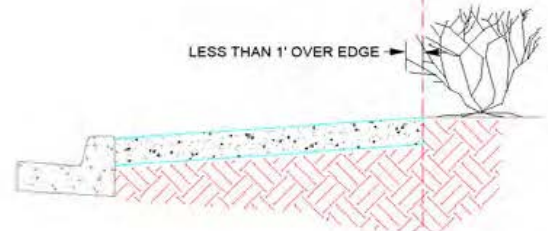
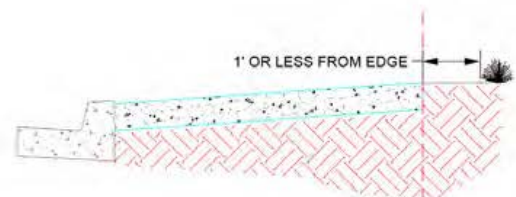


MODERATE 4-6



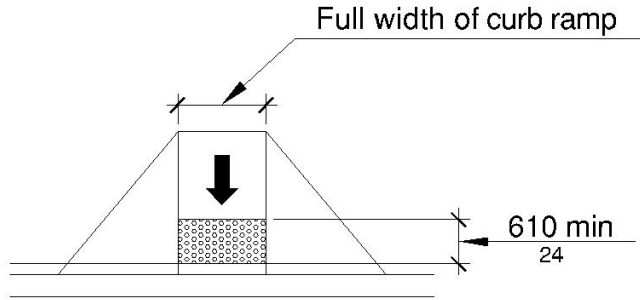
SEVERE 7-9

SURFACE VEGETATION

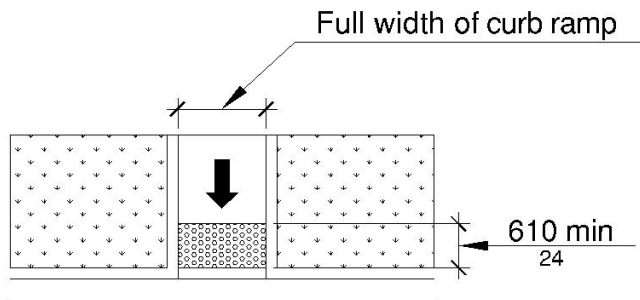


ENCROACHING VEGETATION

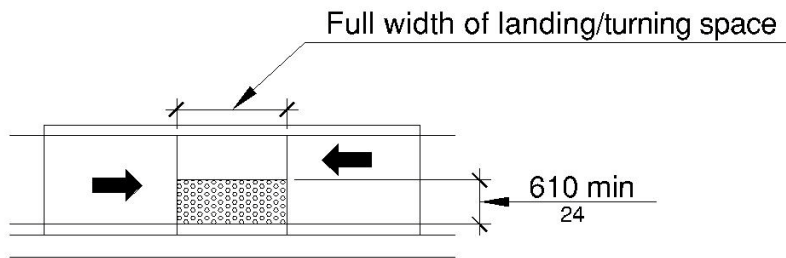
The following dimensions apply to the size, placement and extension of detectable warnings.



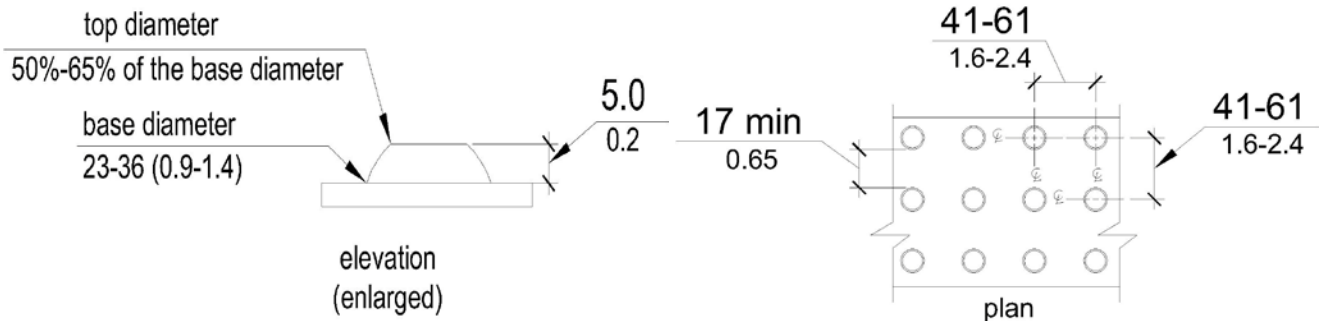
(a) perpendicular



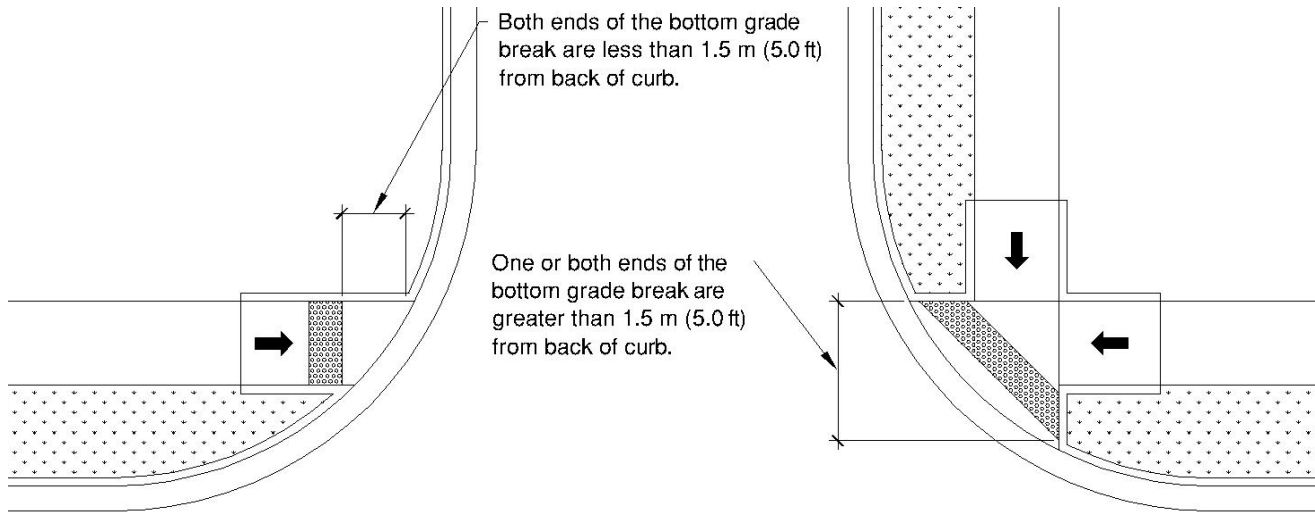
(b) returned curb



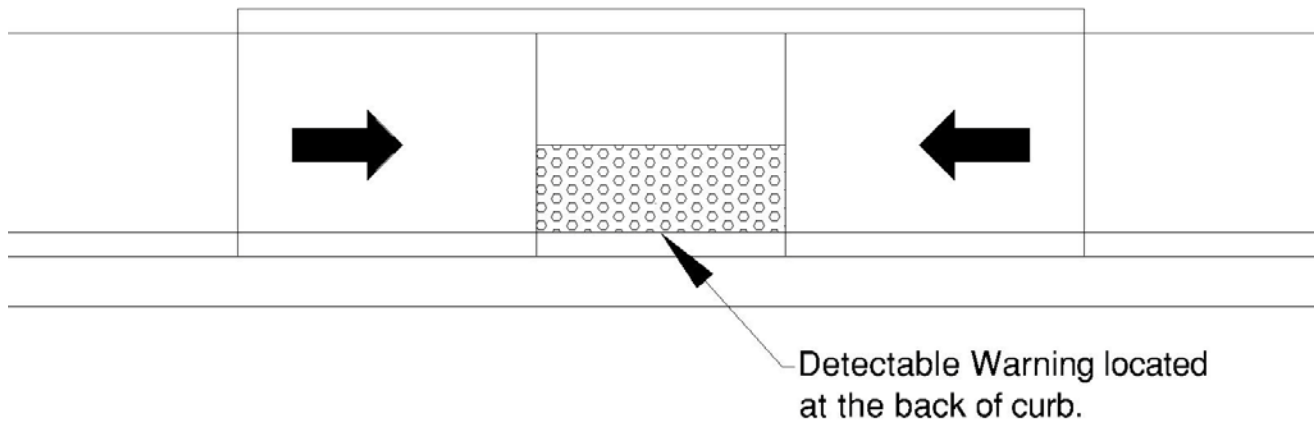
(c) parallel



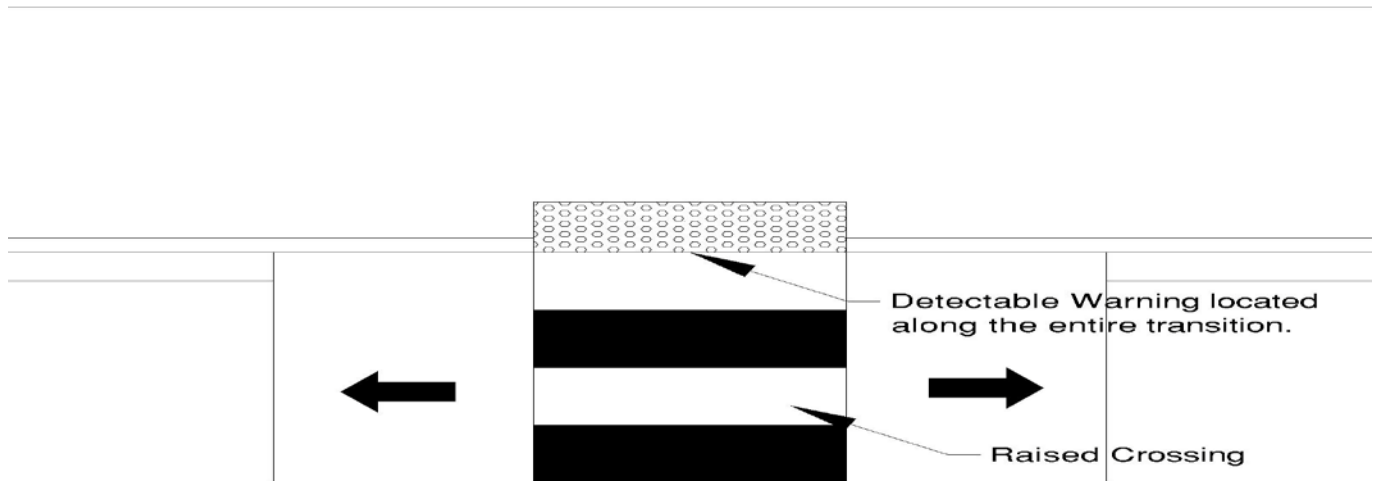
Perpendicular Curb Ramps-Detectable Warning Placement



Parallel Curb Ramps-Detectable Warning Placement



Blended Transition Ramps-Detectable Warning Placement

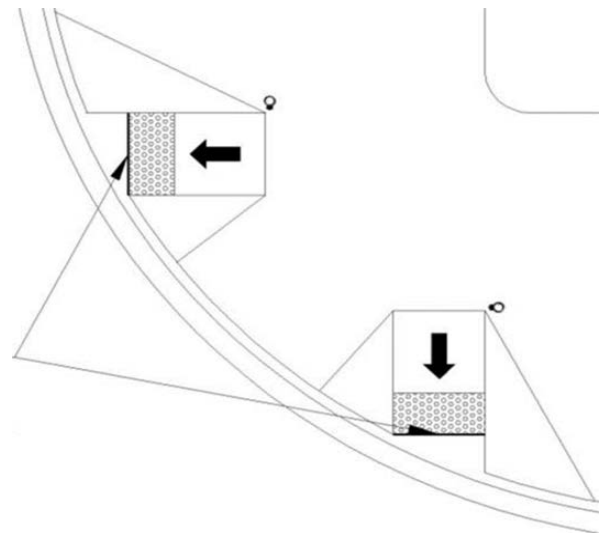


Pedestrian Access Route-Curb Ramps

- Curb Ramp Width: shall be 4' minimum.
- Curb Ramp Running Slope: shall be no steeper than 8.3%.
- Curb Ramp Cross Slope: shall be 2% maximum.
- Curb Ramp Landings/Turning Spaces: shall be minimum of 4' by 4' or 4' by 5' if constrained.
- Ramp Flares: shall not exceed 10% maximum.
- Ramp Grade Breaks and Clear Space: breaks should be perpendicular to direction of ramp and flush. Clear space beyond the bottom grade break should be 4' by 4' minimum.
- Ramp Obstructions, Protrusions, Vertical Discontinuities, Horizontal Openings: shall maintain 4' minimum width and are subject to sidewalk guidelines for same.

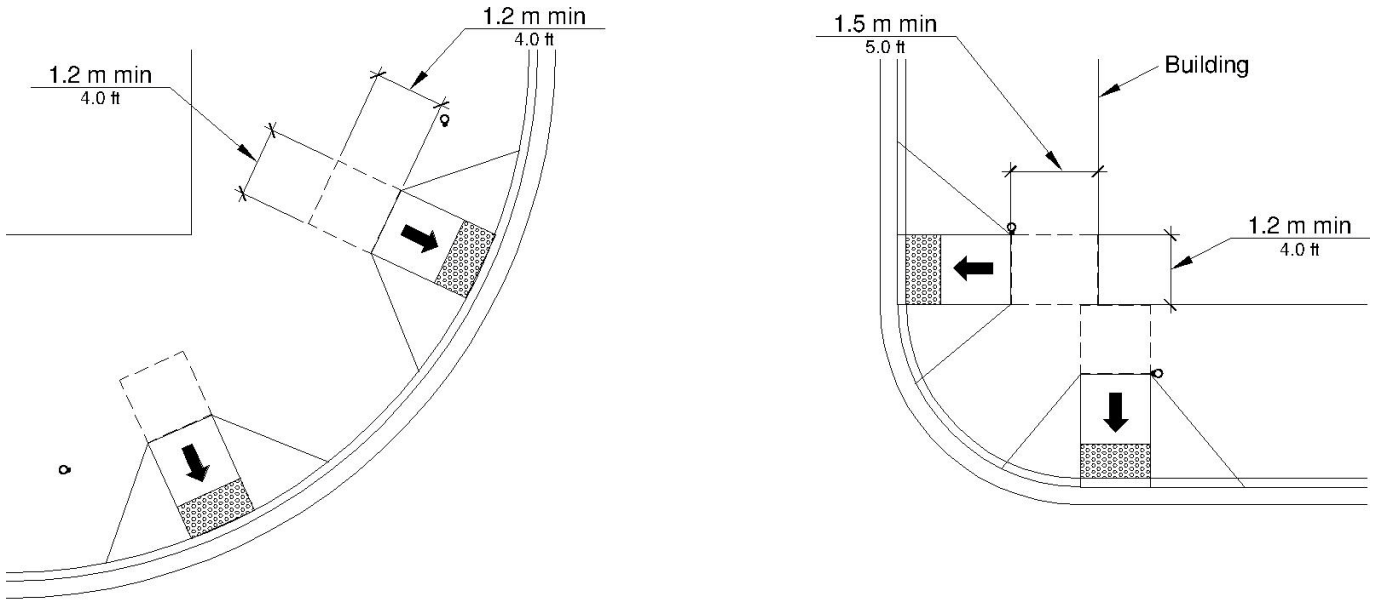
Typical/General requirements for curb ramps.

Perpendicular Curb Ramps

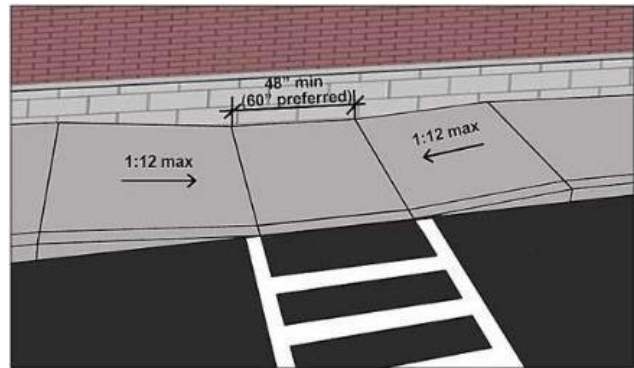


Note: The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft). The running slope of the turning space shall be 2 percent maximum

Perpendicular Curb Ramps-Turning Space

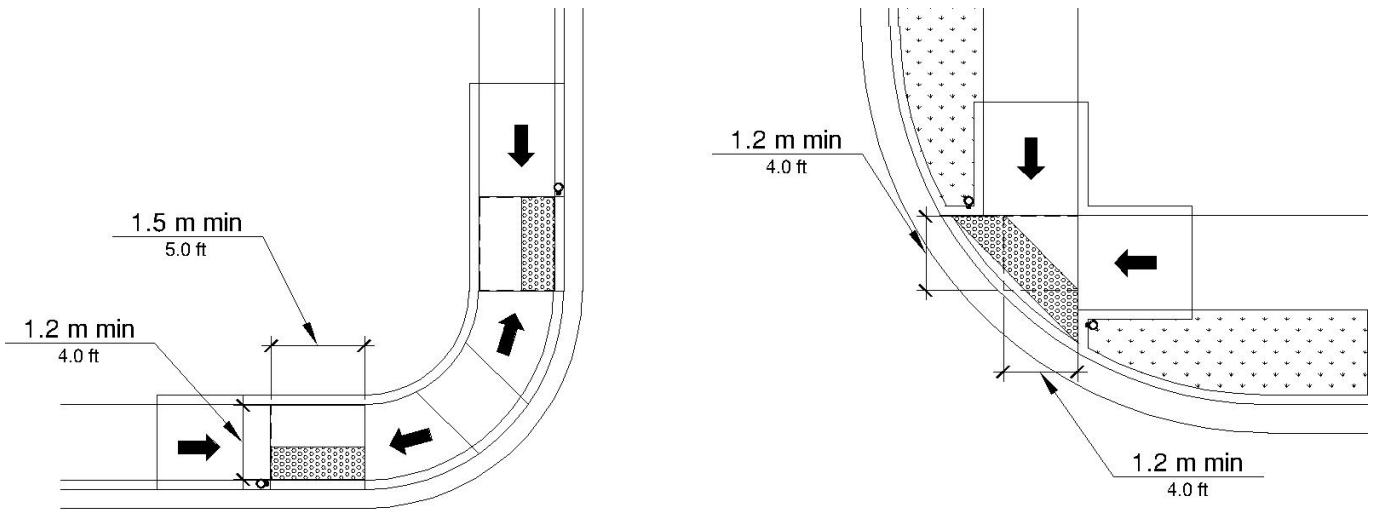


Parallel Curb Ramps

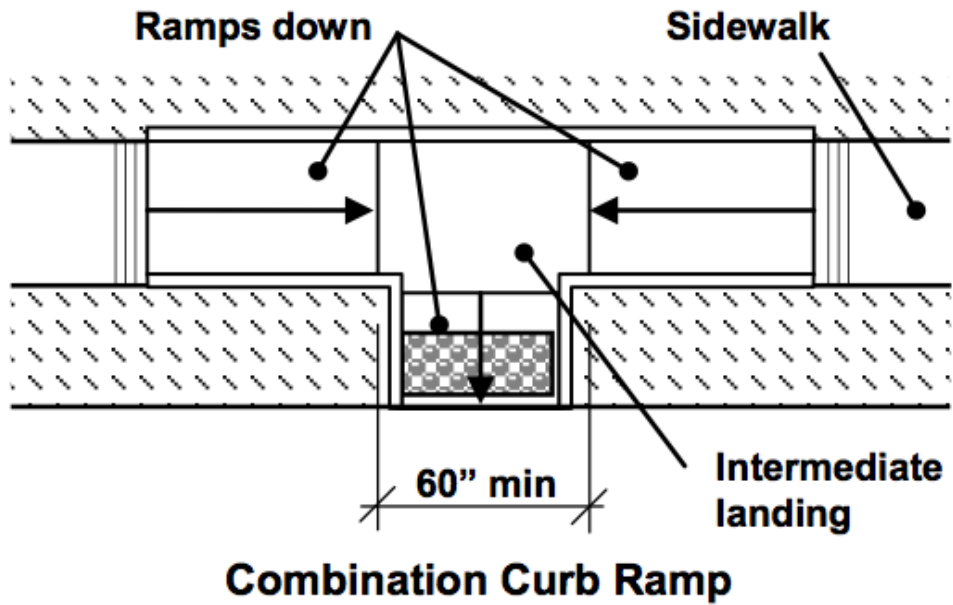


Note: The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft). The running slope of the turning space shall be 2 percent maximum.

Parallel Curb Ramps-Turning Space

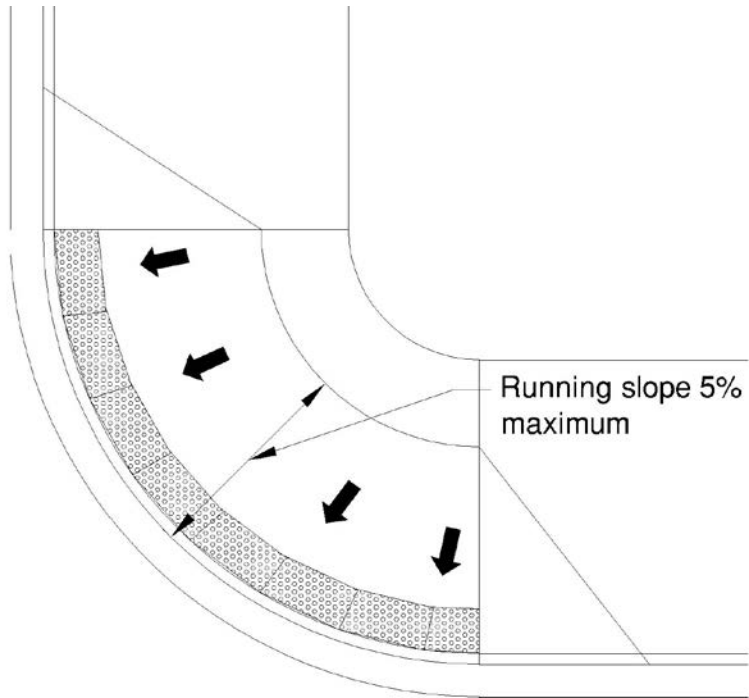


Combination Curb Ramps

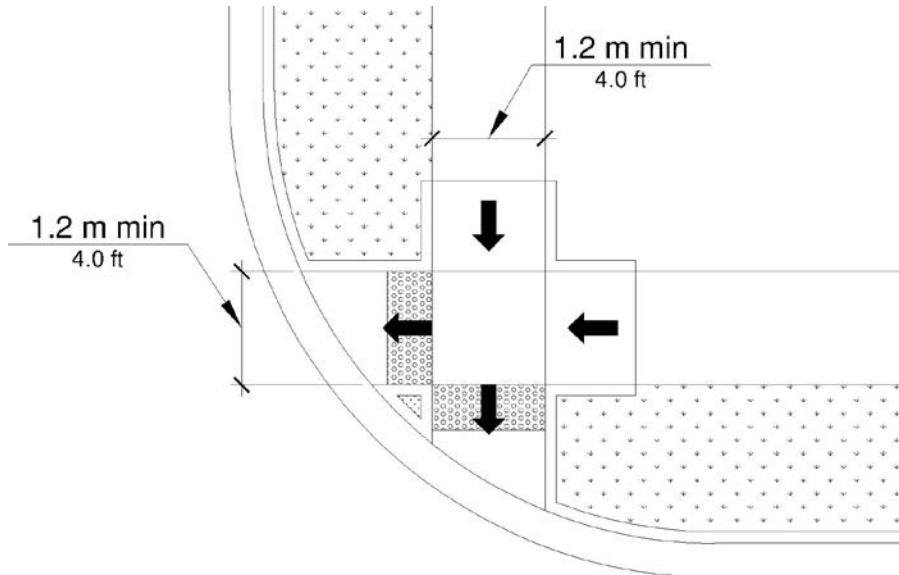


Combination Curb Ramp

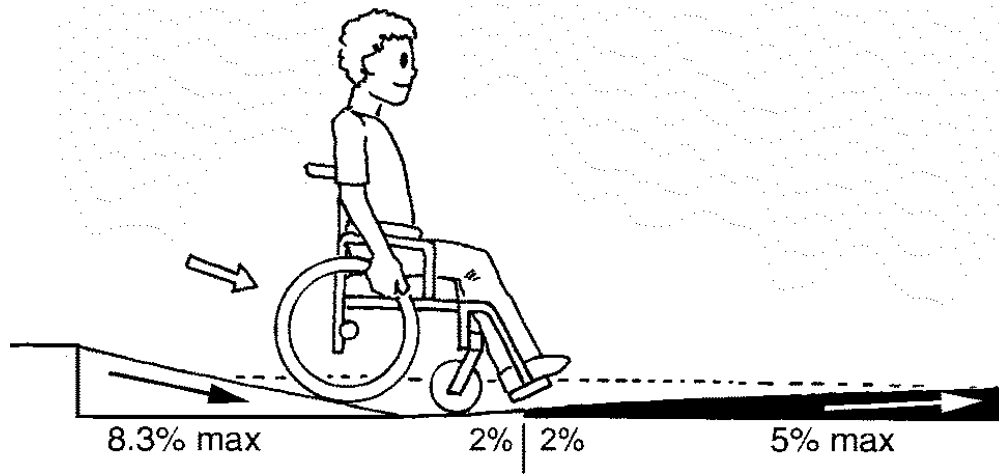
Blended Curb Ramps



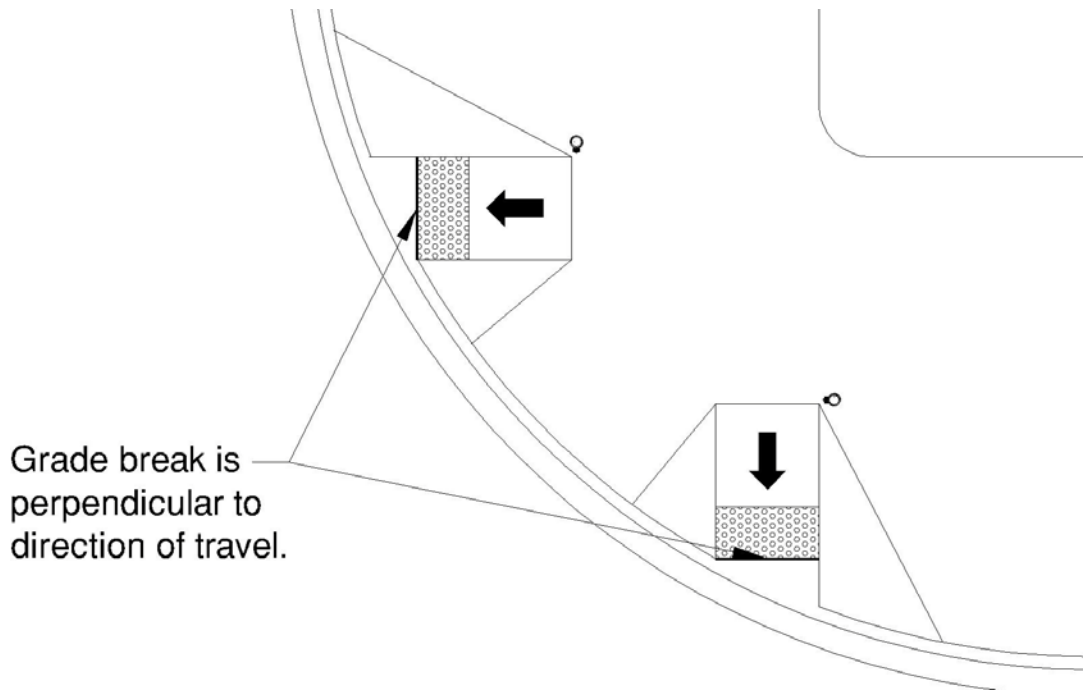
General Ramp Width



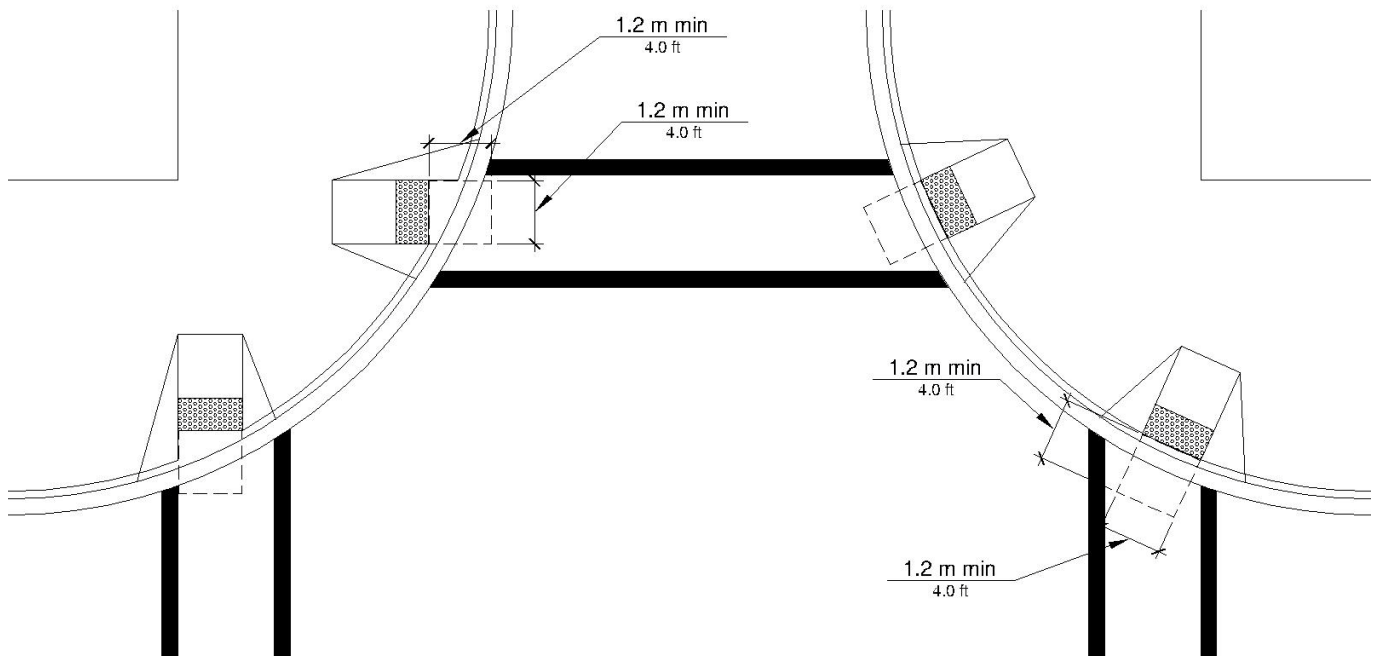
General Ramp Running and Cross Slopes



General Ramp Grade Breaks

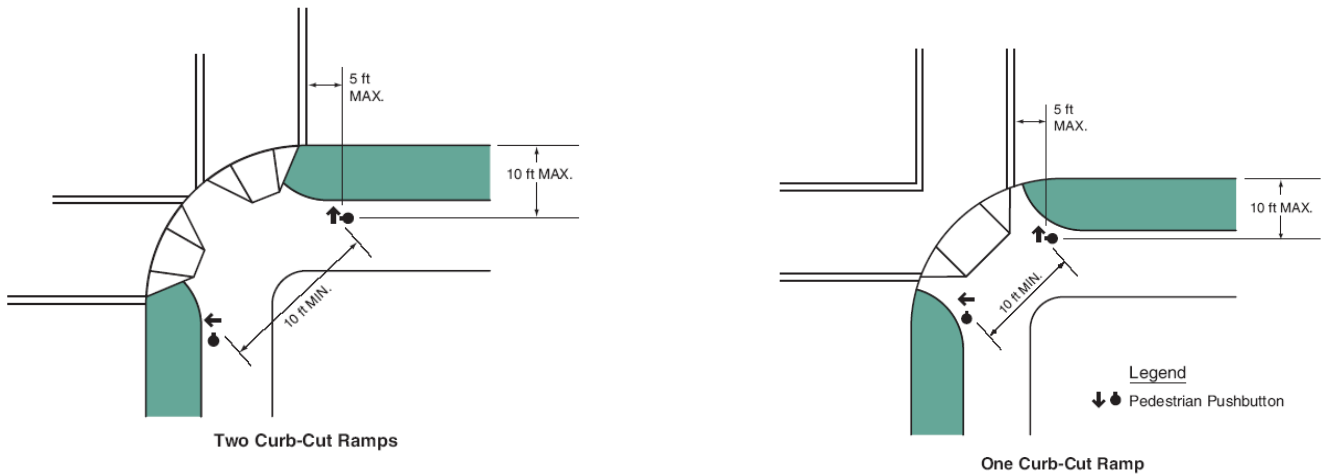


General Ramp Clear Space



Accessible Pedestrian Signals

Recommended pushbutton location for accessible pedestrian signals



Example of Accessible Pedestrian Pushbuttons



Example of pushbuttons on shared pole



Example of required signage, tactile arrow, and audible functions



Appendix B:

Detailed Self-Evaluation Supporting Documentation

Ashland City-ADA Sidewalk Inventory					
Street Name	Sidewalk Side	Start/End/Location	Length/Location	Deficiency Type	Deficiency Notes/Observations
Vantage Pointe Rd.	North	Entrance Drive off HWY 12	63' length of path		
Vantage Pointe Rd.	North	Across from Entrance Dr. end NE to SE	282' length of path		
Little Marrowbone Rd	East	Start of Sidewalk - Near Park		Discontinuity	No transition to grassed area
Little Marrowbone Rd	East	Driveway 1 from HWY 12-Sidewalk Ramp	Driveway	Ramp Slope	Running slope (both sides) >8.3%
Little Marrowbone Rd	East	Driveway 1 from HWY 12-Sidewalk Ramp	Driveway	Cross Slope	Cross slope (both sides) >2.0%
Little Marrowbone Rd	East	Driveway 3 from HWY 12-Both Sides	Driveway	Discontinuity	>1/4" both sides transition concrete to asphalt
Little Marrowbone Rd	East	2-feet NE from Driveway 3		Obstruction	Utility Pole within 5.0 foot sidewalk route
Little Marrowbone Rd	East	20.5 feet NE from Driveway 3		Discontinuity	>1/4"
Little Marrowbone Rd	East	End of Sidewalk - Past Driveway 3		Discontinuity	No transition to grassed area
Cumberland St.	North	Side of McCoy Building		Slope/Grade	Running slopes >5.0%
Cumberland St.	North	On-Street Handicap Parking	Side of McCoy Bldg.	Handicap Access	Aisle/ramp not provided
Cumberland St.	South	69 feet SW of Main Street		Obstruction	Water Valve and Concrete Steps
Cumberland St.	South	Fitness Center including Alley Crossing to Ramp	105' length of path	Discontinuity	>1/4" entire length of section, cracks, transitions and slopes
Cumberland St.	South	On-Street Handicap Parking	Main & Cumberland	Handicap Access	Aisle/ramp not provided
N Vine	North	Rhea Street and 10 Feet N of Rhea Street		Discontinuity/Obstruction	>1/4", two > 4.0" sidewalk step-ups
N Vine	North	Church of Christ HC Ramp to Vine Street Sidewalk		Detectable Surface	No detectable warning surface present on Ramp to Street
Rhea Alley	North	Back of Heritage Bank		Discontinuity/Obstruction	>1/4", two > 10.0' sidewalk step-ups
Frey Street (SR-49)	South	Segment 1: Front of Childrens Services Department		Discontinuity	>1/4" at start of Sidewalk Ramp; No Guard at end-step down to grass
Frey Street (SR-49)	South	Segment 2: Main Street to 114 Frey Street	108 Frey Street	Discontinuity	>1/4", Crack (2)
Frey Street (SR-49)	South	Segment 2: Main Street to 114 Frey Street	106 Frey Street	Discontinuity	>1/4", Crack
Frey Street (SR-49)	South	Segment 2: Main Street to 114 Frey Street	Start of Sidewalk	Discontinuity	>1/4", Transition to Asphalt
Frey Street (SR-49)	North	Segment 3: Main Street to Court Street	207' E of Main	Slope/Grade	Running slopes >5.0%
Frey Street (SR-49)	North	Segment 3: Main Street to Court Street	10' W of Court St	Slope/Grade	Running slope > 5.0%
Frey Street (SR-49)	North	Segment 3: Main Street to Court Street	Side of County Bldg.	Obstructions	Gutter Downspouts & PVC Cleanout Cap
Ruth Dr	North	100 Feet from Sidewalk Start NE of Main St to		Obstruction	Utility Pole in Sidewalk Edge
Ruth Dr	North to West	Sidewalk Curve from NE to North		Discontinuity	Cracks throughout sidewalk curve
Ruth Dr	North to West	All Ramps and Driveways on Ruth Street	Ramps and Driveways	Ramp Slope	Running slope (both sides) >8.3%
Ruth Dr	North to West	All Ramps and Driveways on Ruth Street	Ramps and Driveways	Cross Slope	Cross slope (both sides) >2.0%
Sycamore St	North	N Main Past Lloyd Harris Bonds	95' length of path		
Sycamore St	South	N Main to Parking Lot Driveway	142' length of path	Width	Entire length < 4.0 feet
Sycamore St	South	N Main Ramp to Sidewalk		Ramp Discontinuity	Discontinuity: cracked
Court St	West	Frey Street (49) to Sycamore Steet	267' length of path	Width	Varying widths with over 60 feet < 4.0 feet,
Court St	West	On-Street Handicap Parking		Handicap Access	Aisle/ramp not provided
Stratton Blvd	North	S Main to 1st Driveway on Left	73' length of path	Width	Entire length < 4.0 feet
Stratton Blvd	North	Last 37 feet to Driveway	37' length of path	Discontinuity	>1/4" entire length of section, cracks, gravel
Stratton Blvd	South	S Main to 1st Driveway on Right	140' length of path		
Helen St	South	S Main to Duke Street	248' length of path	Width	Entire length < 4.0 feet, overgrown, disrepaired areas
Helen St	South	45 feet NE of Fire Hydrant		Discontinuity	>1/4"
Helen St	South	Both Driveway Sidewalk Ramps	Driveways (2)	Ramp Slope	Running slopes >8.3%
Helen St	South	Both Driveway Sidewalk Ramps	Driveways (2)	Cross Slope	Cross slope >2.0%, <4.0 width
Duke St	West	106 Duke Street Parking Entrance to Helen Street	124' length of path	Width	Entire length < 4.0 feet, overgrown, disrepaired areas
Duke St	West	106 Duke Street Parking Entrance - Sidewalk Ramp	Driveway	Ramp Slope	Running slope >8.3%
Duke St	West	106 Duke Street Parking Entrance - Sidewalk Ramp	Driveway	Cross Slope	Cross slope >2.0%, <4.0 width
Elizabeth St	West	S Main to Elementary School Drive	338' length of path	Discontinuity	Entire length of section, cracks, gravel, broken
Elizabeth St	West	Elementary School Drive to Lowe Street		Width	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
Elizabeth St	West	149 Feet of Fire Hyrant		Discontinuity	>1/4"

Ashland City-ADA Sidewalk Inventory					
Street Name	Sidewalk Side	Start/End/Location	Length/Location	Deficiency Type	Deficiency Notes/Observations
Elizabeth St	East	North of Lowe Street-Sidewalk Section and Ramp-Funeral Home	65' length of path	Discontinuity	Entire section needs replaced-cracks
Hwy 12/ Main St	East	Forrest Street to Helen Street	684' length of path	Cross Slope	>2% entire segment length
Hwy 12/ Main St	East	Forrest Street to Helen Street	684' length of path	Width:	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
Hwy 12/ Main St	East	Forrest Street to Helen Street	Culvert Crossing 16' N of Forrest	Width	Reduces to 3' 3" for 8-foot length
Hwy 12/ Main St	East	Forrest Street to Helen Street	End of Culvert Crossing	Discontinuity	>1/4"
Hwy 12/ Main St	East	Forrest Street to Helen Street	64' N of Culvert Crossing	Discontinuity	>1/4"
Hwy 12/ Main St	East	Forrest Street to Helen Street	Between Sonic Drives	Discontinuity	>1/4" , Cracked and broken above water line
Hwy 12/ Main St	East	Forrest Street to Helen Street	End of Sidewalk at Helen Street	Discontinuity	>1/4" , Cracked
Hwy 12/ Main St	East	Forrest Street to Helen Street	S Driveway to Rite Aid	Ramp	No rightside ramp, cross slope >2.0%
Hwy 12/ Main St	East	Forrest Street to Helen Street	N Driveway to Rite Aid	Ramp	No leftside ramp, cross slope >2.0%
Hwy 12/ Main St	East	Forrest Street to Helen Street	S Driveway to Sonic	Ramps	Both sides are less than 4.0', cross slopes >2.0%
Hwy 12/ Main St	East	Forrest Street to Helen Street	N Drieway to Sonic	Ramp	Right ramp cross slope >2.0%
Hwy 12/ Main St	East	525 S. Main to Turner Street	159' length of path		
Hwy 12/ Main St	East	Turner Street to Advanced Auto Driveway	4' N of Turner Street	Discontinuity	>1/4" , Cracked
Hwy 12/ Main St	East	Turner Street to Advanced Auto Driveway	40' N of Turner Street, storm grate	Discontinuity	>1/4" , Cracked
Hwy 12/ Main St	East	Boyd Street to 395 S. Main	Start of Segment at Boyd Street	Discontinuity	No transition to grassed area /Boyd Street
Hwy 12/ Main St	East	395 S. Main to Stratton Street	30' S of 315 Main Street	Discontinuity	>1/4"
Hwy 12/ Main St	East	395 S. Main to Stratton Street	Ramps at Walgreens Driveway	Ramps	Grade breaks not perpendicular to ramp direction
Hwy 12/ Main St	East	Stratton Street to King Automotive Trucks	292' length of path	Width	Entire length < 4.0 feet,
Hwy 12/ Main St	East	Stratton Street to King Automotive Trucks	Ramp to King Auto	Discontinuity	>1/4" , Width
Hwy 12/ Main St	East	107 S. Main to Frey Street (Highway 49)	178' length of path		
Hwy 12/ Main St	East	Frey Street (49) to Sycamore Steet Fronting Court House Complex		Obstructions	Three Signal Poles; Three Lamp Posts reducing Width and passing
Hwy 12/ Main St	East	Frey Street (49) to Sycamore Steet Fronting Court House Complex	Cumberland St. Crossings	Obstructions	Ramps to Cumberland St Crossings blocked
Hwy 12/ Main St	East	Syamore Street to Shell Driveway	157' length of path		
Hwy 12/ Main St	West	Lowe Street to N. of Pinnacle Bank Drive	207' length of path		
Hwy 12/ Main St	West	Cheatham Lake Condos to Elizabeth Street	Hardee's to Gorilla Muffler-470 ft.	Width	Handicap 5 x 5 passing spaces not provided every 200' (SW width <5.0')
Hwy 12/ Main St	West	Cheatham Lake Condos to Elizabeth Street	30' N. of Boyds Funeral Home	Discontinuity	>1/4"
Hwy 12/ Main St	West	Cheatham Lake Condos to Elizabeth Street	Front of Hardees	Obstruction/Discontinuity	>1/4" , Meters and Valves
Hwy 12/ Main St	West	Cheatham Lake Condos to Elizabeth Street	Start of Segment at Condos	Ramp	Running slope >8.3%, Cross Slope >2.0%, Break not Perpendicular
Hwy 12/ Main St	West	Cheatham Lake Condos to Elizabeth Street	Front of Gorilla Mufflers	Obstruction	Utility Pole
Hwy 12/ Main St	West	Elizabeth Street to Chestnut Street	Cheatham Co. Clerks Office Drive	Discontinuity	>1/4" between drive and sidewalk
Hwy 12/ Main St	West	Chestnut Street to Cumberland Street	On-Street Parking	Handicap Access	None
Hwy 12/ Main St	West	Cumberland Street to Mulberry Street	337' length of path		
Hwy 12/ Main St	West	212 N. Main Street	43' length of path		

Ashland City Public Buildings ADA Inventory					
Facility/Parking/Sidewalks					
Facility	Location	Observed Deficiency	ADA Standard Reference	Suggested Upgrade	Notes
City Hall & Fire Station #1 Complex	Rear Shared Parking Lot	Need 3 additional accessible spaces	208.2	Reconfigure by repainting lines & signage	Note: City Hall Complex excluded from self-evaluation due to schedule move to new, ADA compliant facility.
		No access aisle for accessible space	502.2, 502.4	Reconfigure by repainting lines	
		Not van accessible	208.2.4	Reconfigure by repainting lines	
		No entry from accessible rear entrance	208.3.1		
		No accessible route to closest entrance. Must use Sycamore St.	502.3	Create accessible route to closest entrance	
	Side Parking Lot	Not van accessible	208.2.4	Reconfigure by repainting lines	
		No signage, ground paint faded	502.6	Install required signage and repaint	
	Front Parking Lot	No accessible spaces	208.2	Reconfigure by repainting lines & signage	
	Permit Area	No signage at accessible counter (Symbol of Accessibility)	2.72	Install signage or placarding	
	City Council Chambers and Court Room				
Restroom					
Fire Department					
Fire Station #2	Parking Lot	Signage is faded, ground paint clearly marked	502.6	Install new signage at 2 spaces (includes van)	
Public Works, Parks & Police Complex	Parking Lot	Need 1 additional accessible space	208.2	Reconfigure by repainting lines & signage	
	Ramp to Sidewalk	Running slope >8.3%	406.1, 405.2	Regrade or install new Ramp	
	Sidewalk	Multiple discontinuities along 152' length & landscape obstructions	302.7.2	Evaluate for re-surfacing or replacement	
	Police Dept. Waiting Room	Service Window counter exceeds 38" height	904.3.2	Lower Counter	No public restrooms, water, phones
	Parks Dept. & Public Works	Service Window counter exceeds 38" height	904.3.2	Lower Counter	
	Restrooms	No accessibility signage for 2 restrooms	216.8	Install signage or placarding	
No safety grab bar near toilets		605.1	Install grab bar		
Door not self closing		604.8.1.2	Replace Doors		
Water Processing Plant	Parking Lot	No signage, ground paint faded	2.72	Install required signage and repaint	No public access to interior
Senior Center					Compliant
Harpeth Shoals Marina	Parking Lot	No accessible spaces	208.2	Reconfigure by repainting lines & signage	Note: Marina excluded due to 'private status'
	Ramp to Boat Slips	Running slope >8.3%	406.1, 405.2	Modify existing Ramp slope	
	Restrooms	Two non-accessible portajohns			

Ashland City Public Parks-Trails ADA Inventory					
Park/Greenway/Parking/Sidewalks					
Facility	Location	Observed Deficiency	ADA Standard Reference	Suggested Upgrade	Notes
Cumberland River Bicentennial Trail	Eagle Pass Trailhead-Parking	No accessible spaces	208.2	Reconfigure by repainting lines & signage	
		Ramp Running slope >8.3%	406.1, 405.2	Regrade or install new Ramp	
	Eagle Pass Trailhead-Trail				Upgrade to ADA only if altered or new
Cumberland River Bicentennial Trail	NW Sycamore Ridge Trailhead-Parking	No accessible spaces	208.2	Reconfigure by repainting lines & signage	
	NW Sycamore Ridge Trailhead-Trail	No Crosswalk on Chapmansboro Rd., No Access to trail			
Cumberland River Bicentennial Trail	Marks Creek Trailhead-Trail				Upgrade to ADA only if altered or new
Caldwell Nature Park	Caldwell Nature Park	No accessible areas			
911 Memorial Park	Parking Lot	No signage, ground paint faded	502.6	Install required signage and repaint	
		Discontinuity entering play area	302.7.2	Evaluate for re-surfacing	Bushes need trimmed from path
	Restrooms	Discontinuity at thresholds	302.7.2	Replace with new flush or beveled thresholds	
	Sidewalk connector from play to toilets	Obstruction/Overgrowth	402.1	Cut or trim bushes	
J.W. Johns Jr. Park	Parking Lot	Access Aisle only 4'	502.2	Reconfigure by repainting lines	
		Three spaces but only two signs	502.6	After reconfiguration, install required signage	
	Parking Vine St. Field	No accessible spaces			
	Pavillion w/concessions & restrooms	Ramp to restrooms Running Slope >8.3%	406.1, 405.2	Modify Ramp slope	
		Door Opening <32"	404.2.3	Consider installing separate unisex/accessible	
	Dugouts/Bleachers/Fields	No access		Need ADA design for Sports Facilities	
Playground near Mulberry St.	Discontinuities entering play area	302.7.2	Evaluate for re-surfacing		
	Restricted accessible play area due to mulch covering	A15.6	Modify access routes or resurface play area		
Riverbluff Park	Main Pavilion and Play Area	Sidewalk abruptly ends		Install guard or ramp to drive	
		Ramps slopes from Pavilion to Play Area	406.1, 405.2	Regrade or install new Ramp	
	Parking Lot	Need 1 additional accessible space	208.2	Reconfigure by repainting lines & signage	
John C. Poole Recreation Area	Parking Lot	Access Space and Aisle not compliant	502.2	Reconfigure by repainting lines	
	Tennis Courts	Not accessible		Consider ADA re-design	
	Observation Area	Tables and benches not accessible		Consider ADA re-design	
	Restrooms				

Ashland City Signalized Intersections ADA Inventory

Main St and Cumberland St

Pedestrian Corner (see Aerial)	1 Facing 2	2 Facing 1	2 Facing 3	3 Facing 2	3 Facing 4	4 Facing 3
Ramp Type	Parallel	Perpendicular	Perpendicular	Perpendicular	Perpendicular	Parallel
Turning Space Size	3'x5'	Compliant	Compliant	Compliant	Compliant	3'x5'
Turning Space Running Slope	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Ramp Running Slope	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Ramp Flares	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Width of Ramp and Turning Space	Compliant	<4'	Compliant	Compliant	Compliant	<4'
Grade Breaks	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Cross Slopes	Compliant	Ramp >2%	Compliant	Compliant	Compliant	Ramp >2%
Gutter Counter Slope	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Space Beyond Grade Break	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Detectable Warning	Truncated domes too small, surface damaged	Truncated domes too small, surface damaged	Truncated domes too small, surface damaged, debris on surface	Truncated domes too small	Truncated domes too small	Truncated domes too small, surface damaged
Crosswalk Lines	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Pushbutton at Each End of Crosswalk	Compliant	Compliant	Compliant	Compliant	No pushbutton installed	No pushbutton installed
Adjacent to All Weather Surface	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Location and Distance	Compliant	>4' from crosswalk	>4' from crosswalk	>4' from crosswalk	n/a	n/a
Wheelchair Accessible Route	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Distance from Curb	Compliant	Compliant	>6' from crosswalk	Compliant	n/a	n/a
Parallel to Crosswalk	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Height Approximately 4'	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Distance from Clear Space	>10"	Compliant	Compliant	Compliant	n/a	n/a
Multiple pushbuttons <10' apart	n/a	Yes	Yes	n/a	n/a	n/a
Locator Tone	n/a	None	None	n/a	n/a	n/a
Tactile Arrow	n/a	None	None	n/a	n/a	n/a
Speech Walk Message	n/a	None	None	n/a	n/a	n/a
Speech Pushbutton Info Message	n/a	None	None	n/a	n/a	n/a
Audible and Vibrotactile Walk Indications	None	None	None	None	None	None
Notes	Traffic light in ramp restricts it to less than 3'		"Don't Walk" visual indicator is not present or burnt out	Signal push button does not appear to function, arrow indicator on signage points in wrong direction		

Ashland City Signalized Intersections ADA Inventory

Main St and HWY 49/Frey St.

Pedestrian Corner (see Aerial)	1A Facing 2	2 Facing 1A	2 Facing 3	3 Facing 2	3 Facing 4	4 Facing 3	1A Facing 1B	1B Facing 1A
Ramp Type	Perpendicular	Perpendicular	Perpendicular	Perpendicular	Perpendicular	Perpendicular	Parallel	Parallel
Turning Space Size	3'x5'	3'x5'	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Turning Space Running Slope	Compliant	3.2%	Compliant	Compliant	2.3%	3.5%	Compliant	Compliant
Ramp Running Slope	Compliant	Compliant	Compliant	Compliant	Compliant	8.7%	Compliant	Compliant
Ramp Flares	Compliant	13.3%	12.1%	10.4%	Compliant	12.1%	10.5%	10.5%
Width of Ramp and Turning Space	<4'	<4'	<4'	<4'	Compliant	Compliant	<4'	<4'
Grade Breaks	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Cross Slopes	Ramp >2%	Ramp >2%	Ramp >2%	Compliant	Compliant	Compliant	Compliant	Compliant
Gutter Counter Slope	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Space Beyond Grade Break	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Detectable Warning	Truncated domes too small	Truncated domes too small	Truncated domes too small	Truncated domes too small, surface damaged	Truncated domes too small, damaged	Truncated domes too small	Truncated domes too small	Truncated domes too small
Crosswalk Lines	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant
Pushbutton at Each End of Crosswalk	Compliant	Compliant	Compliant	No	No	No	No pushbutton installed	No pushbutton installed
Adjacent to All Weather Surface	No, pushbutton on street side of pole	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Location and Distance	>30' from crosswalk	Compliant	>4' from crosswalk	>30' from crosswalk	>30' from crosswalk	Compliant	n/a	n/a
Wheelchair Accessible Route	No	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Distance from Curb	No, pushbutton on street side directly above curb	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Parallel to Crosswalk	No	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Height Approximately 4'	Compliant	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Distance from Clear Space	>10"	Compliant	Compliant	Compliant	Compliant	Compliant	n/a	n/a
Multiple pushbuttons <10' apart	n/a	Yes	Yes	n/a	n/a	n/a	n/a	n/a
Locator Tone	n/a	None	None	n/a	n/a	n/a	n/a	n/a
Tactile Arrow	n/a	None	None	n/a	n/a	n/a	n/a	n/a
Speech Walk Message	n/a	None	None	n/a	n/a	n/a	n/a	n/a
Speech Pushbutton Info Message	n/a	None	None	n/a	n/a	n/a	n/a	n/a
Audible and Vibrotactile Walk Indications	n/a	None	None	n/a	n/a	n/a	n/a	n/a
Notes	Pushbutton not accessible, no signage indicating pushbutton location			Signal push button located >30' from crosswalk and across Rhea Alley; does not appear to function,	Signal push button located >30' from crosswalk and across Rhea Alley; does not appear to function,			

Ashland City Signalized Intersections ADA Inventory

Main St and Stratton

Pedestrian Corner (see Aerial)	1 Facing 2	1 Facing 4	2 Facing 1	2 Facing 3	3 Facing 2	3 Facing 4	4 Facing 3	4 Facing 1
Ramp Type	None	None	Parallel	Parallel	Parallel	Parallel	Parallel	None
Turning Space Size	n/a	n/a	3'x5'	Compliant	Compliant	3'x5'	3'x5'	n/a
Turning Space Running Slope	n/a	n/a	>2.0%	Compliant	3..8%	6.3%	Compliant	n/a
Ramp Running Slope	n/a	n/a	>8.3%	Compliant	9.5%	10.5%	10.3%	n/a
Ramp Flares	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Width of Ramp and Turning Space	n/a	n/a	<4'	<4'	<4'	None	<4'	n/a
Grade Breaks	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Cross Slopes	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Gutter Counter Slope	n/a	n/a	Compliant	Compliant	Compliant	Compliant	Compliant	n/a
Space Beyond Grade Break	n/a	n/a	Compliant	Compliant	Compliant	Compliant	Compliant	n/a
Detectable Warning	None	None	Not usable, covered with rock and stone	Compliant	Truncated domes too small	Truncated domes too small	Truncated domes too small	None
Crosswalk Lines	None	None	None	None	None	Compliant	Compliant	None
Pushbutton at Each End of Crosswalk	None	One pushbutton installed	None	None	None	Compliant	Compliant	One pushbutton installed
Adjacent to All Weather Surface	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Location and Distance	n/a	Compliant	n/a	n/a	n/a	>4' from crosswalk	Compliant	Compliant
Wheelchair Accessible Route	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Distance from Curb	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Parallel to Crosswalk	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Height Approximately 4'	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Distance from Clear Space	n/a	Compliant	n/a	n/a	n/a	Compliant	Compliant	Compliant
Multiple pushbuttons <10' apart	n/a	n/a	n/a	n/a	n/a	n/a	Compliant	Compliant
Locator Tone	n/a	n/a	n/a	n/a	n/a	n/a	None	None
Tactile Arrow	n/a	n/a	n/a	n/a	n/a	n/a	None	None
Speech Walk Message	n/a	n/a	n/a	n/a	n/a	n/a	None	None
Speech Pushbutton Info Message	n/a	n/a	n/a	n/a	n/a	n/a	None	None
Audible and Vibrotactile Walk Indications	n/a	n/a	n/a	n/a	n/a	n/a	None	None
Notes	No Crosswalk, ramps, curbs or accessible signals	No Crosswalk, ramps, curbs; only push button	No Crosswalk, or accessible signals; only ramp	No Crosswalk, or accessible signals; only ramp	No Crosswalk, or accessible signals; only ramp			No Crosswalk, ramps, curbs; only push button

Appendix C:

Ashland City Grievance Procedure

RESPONSIBLE OFFICE: Department of Fire & Life Safety

AUTHORITY: The Americans with Disabilities Act of 1990, as amended. TCA 4-3-2303. Title I regulations regarding employment of 29 CFR Part 1630, Title II regulations regarding public entities of CFR Part 35. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: The purpose of this policy is to state the Town of Ashland City's EEO policy of non-discrimination based on disability.

APPLICATION: All persons seeking access to programs, services or facilities of the Town of Ashland City, and all employees of the Town of Ashland City and all persons seeking employment or conducting business with the City.

DEFINITIONS: Retaliation is defined as overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

POLICY: It is the policy of the City to prohibit discrimination or harassment against any qualifying individual with a disability on the basis of disability in regards to the City's hiring and employment practices, or in the admission or access to, or treatment or employment in, its programs, services or activities. The City shall comply with applicable requirements of Section 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Department of Personnel Policies Rules and Regulations, as well as any other applicable law pertaining to disability non-discrimination.

PROCEDURE: The Town of Ashland City hereby adopts this ADA grievance procedure issued in said document which may be revised from time to time by the city council.

HOW TO REPORT DISABILITY DISCRIMINATION INCIDENTS

If an employee, applicant for employment, or third party believes he/she has been subjected to conduct that violates this policy, he/she must report those incidents as soon as possible after the event occurs.

Employees and applicants for employment may file a complaint with the City's Department of Fire & Life Safety, Human Resources Manager, the department head, their supervisor(s), or to:

ADA Coordinator, Office of Fire & Life Safety
101 Court Street
Ashland City, TN 37015
615-792-6400

Under no circumstances is the individual alleging disability discrimination and/or harassment required to file a complaint with the alleged harasser. If an employee or applicant believes he/she cannot file a complaint within his/her department, that person should contact the Mayor's Office at 615-792-4211 ext. 228.

Individuals who wish to file a complaint are encouraged to submit the complaint in writing and to include a description of the incident(s) as well as the dates(s), time(s), place(s) and any witnesses.

HOW TO REPORT RETALIATION INCIDENTS

If an employee, applicant for employment or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report incidents as soon as possible after the event occurs.

Any employee, applicant for employment, or third party who makes complaints of disability discrimination and/or harassment or provides information related to such complaints will be protected against retaliation. If retaliation occurs, the employee, applicant for employment, or third party should report the retaliation in the same manner as he/she would report a workplace harassment complaint.

HOW COMPLAINTS ARE INVESTIGATED AND RESOLVED

The ADA Coordinator in the Office of Fire & Life Safety will conduct a thorough and neutral investigation of all reported complaints of workplace disability discrimination, harassment and/or retaliation as soon as practicable. Generally, an investigation will include an interview with the complainant to determine if the conduct at issue violates this policy. If the department determines that the conduct falls within the terms of the policy, the department will interview the alleged offender and any other witnesses who have direct knowledge of the circumstances of the allegations.

The department retains the sole discretion to determine whether a violation of this policy has occurred and to determine what level, if any, of disciplinary action is warranted.

If a complaint involves an immediate supervisor, department head, the City council will investigate the complaint on behalf of the department and report the results to the appropriate agency or authority.

HOW CONFIDENTIALITY IS TREATED

To the extent permitted by law, the City will try to maintain the confidentiality of each party involved in disability discrimination and/or harassment investigation, complaint or charge, provided it does not interfere with the department's ability to investigate the allegations or to take corrective action. However, the City cannot guarantee confidentiality. Any documents that are made or received in the course of the investigation are public record under the State's Public Act, unless otherwise exempted by state law. Unless such exemption applies, state law will prevent the City from maintaining confidentiality or investigative records.

DIRECTIVE TO SUPERVISORY PERSONNEL

Supervisory personnel who receive a complaint alleging disability discrimination or learn by any means of conduct that may violate this policy must immediately report any such event to the department's Human Resources Manager, ADA Coordinator, or to the Office of the Mayor.

CORRECTIVE ACTION FOR VIOLATION OF THIS POLICY

Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary action, up to and including termination, and/or changes in job duties or location.

Supervisory personnel who allow disability discrimination, harassment and/or retaliation to continue or fail to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary action, up to and including termination, and/or changes in job duties or location.

OTHER PROVISIONS

When a complaint is filed, the investigator will inform the complainant, accused and witnesses of the statement of limitation on confidentiality included in the Intake/Referral process. The investigator will also inform the complainant, accused, and witnesses of the strict prohibition of retaliation, as defined in this policy.

The investigator will communicate information concerning the allegations only to those to whom the investigator is authorized to report such matters.

The investigator will issue a letter to the accuser and the accused concerning the outcome of the investigation. A copy this letter will be forwarded to the city attorney and office of the Mayor.

All documents generated by the investigation and any subsequent disciplinary action shall be preserved and only disposed of in accordance with the appropriate State rule.

Any disciplinary action taken requires that records of such action be maintained in the disciplined employee's personnel file subject to the City's policy concerning the retention of disciplinary records.

The supervisor is responsible for maintaining the proper performance level, conduct and discipline of employees under his/or her supervision. When corrective action is necessary resulting from violation of policy, the supervisor must take the appropriate disciplinary action.